

1894-010
Lee Co.

Chancery Causes: Cowan McClung & Co] vs. W. C. Herndon &c

Folder 1 of 2

Cowan, McClung, Thomas, Rhea, Parsons, Woodward, Stapleton,
Morristown Medicine Co], Spiro, Spiro & Bro], Hurst, Spence,
Spence & Co], Ross, Daw, M. L. Ross & Co], Hill, Lloyd,
Hill Lloyd & Co], Louisville Tin & Stove Co], Shuttleworth,
Grauman, Grauman & Shuttleworth], Preuser, Wellenvoss,
Preuser & Wellenvoss], Hazen, Lotspeich, Hazen & Lotspeich],
Parsons, Laningham, Bailey, Smith, Kirk, Oldham, Cecil,
Hobbs, Barton, Richmond

- Deed

CA - Debt
T - Property
Business

Additional Information:
Wholesale merchants &
drygoods merchants

To the Hon. H. S. K. Morison, Judge of
Circuit Court for the County.

Humbly Complaining your
orators James D. Cowan, E. J. McClung,
Matthew McClung, R. M. Rhoads, Jacob L. Thomas
partners in trade under the style of firm
name of Cowan, McClung & Co. respectfully
represent unto you, that on the
28th day of October 1893 at the special

instance and request of Wm. D. Herndon,
a merchant doing business then in the
County of Lin. in the Crab Orchard Country,
your orators sold and delivered to him
the said Herndon a quantity of goods,
wares, and merchandise in the ag-
gate, amounting to the sum of \$455⁴¹
and which sum did and will become
due and payable as follows, to wit:

\$12⁰⁰ on 28 Oct 1893 day of
+ 148⁰⁰ on Dec. 29/93. and 9⁰⁰ on Jan 8/94. and 285⁰⁷
on July 29/94.

That at the direction of said Herndon all
of said goods, wares & merchandise were
shipped to said Herndon at the rail-
road station at Farmington Gap, Va.; that
your orators here file an itemized
statement of the goods, &c. sold as afo-
said to said Herndon, which they pray
to be considered with this their bill,
near heretofore; that at the time
your orators sold and delivered said goods
to said Herndon, the records of the
County Court Clerk's office of the County

Virginia, showed him & he represented himself to be the owner of a large and valuable quantity of land, lying and being in Lee County & State of Va. - land which he, the said Sturdon had had conveyed to him by the heirs of of Chas. Summington dec'd. John B. Summington & Sarah Sturdon, Tobias Stokes & wife and John C. Stapleton, and all of which land he was then in possession of, using and occupying as his own. Copies of the deeds to said land are here filed marked and prayed to be considered as a part of this bill.

Your orators will further show unto your honor that a large portion, if not all of the said goods sold and delivered as aforesaid to said ^{former} ~~Sturdon~~ ^{implicants}, together with 4 or 50 head of cattle, a wagon & team, the goods in his store house at the time, and other goods and merchandise purchased from other wholesale merchants about the same the purchases were made from your orators were on or about the 10th day of Nov. 18⁹³ turned over and transferred to his father Sarah Sturdon, and brother John B. Sturdon who are now in the possession of the same selling and disposing thereof; that said transfer of goods, cattle, hay, ~~from~~ ^{implements}, wagon & team &c was

without a consideration deemed valuable in law; or at least a consideration anything like the value thereof.

Your orators will further show unto your honor that said sum of money is still due and unpaid; that in a day or so after the transfer of said goods &c as aforesaid said H^{rs} C. Hurdan absconded this State & is now a non-resident thereof; that to your orators great surprise on Nov. 10th 1893 one David D. Parsons deposited with the Clerk of the County Court of Lin County for recordation, a deed dated March 14th 1893 signed and acknowledged by said H^{rs} C. Hurdan wife whereby in consideration of \$5000⁰⁰ in hand paid as the said deed expressed it, they conveyed to said Parsons all of said land except the Stapleton tract and that embraced in said deed of said John B. Drumington dated July 30th 1889; that at the time your orators sold and delivered said goods to said H^{rs} C. Hurdan they had no knowledge of the existence of said deed of March 14th 1893 to said Parsons nor that said Parsons had or claimed or pretended to have any interest in the land embraced in said deed of March 14th 1893; that moreover, they

believe, and charge that said deed
was made without any consideration
deemed valuable in law, being paid
in hand; that it was made for the
express purpose of defrauding
some person or persons out of money
or goods. A copy of said deed last
named is here filed marked ^{and}
prayed to be considered herewith.

Your orators will further shew
unto your honor that said J. C. Herndon
made & acknowledged another paper
attempting to give our J. H. Woodward a
lien on all his land not embraced
in said Parsons deed, and Stapleton
tract, to secure a pretended debt to said
Woodward of \$675⁰⁰, which paper
was likewise placed with the proper
clerk of Lee County for recordation on
the 10th day of Nov. 1893. Your orators aver
that this pretended lien is voluntary
and fraudulent and was made for
the purpose of defrauding the creditors
of said Herndon and especially our
orators. A copy of this paper is here
filed marked ^{and} prayed
to be considered as a part hereof.

Your orators further represent
unto your honor that when the said
John C. Stapleton & wife made and exe-
cuted ^{this} said deed to said tract of land which
is herein designated as the Stapleton tract

a vendor's lien was reserved by them to secure \$200⁰⁰ of the purchase money thereon; that every part & parcel of this \$200⁰⁰ has long since been fully paid to said Stapleton; that there are no other liens, or incumbrances upon any of said land before mentioned in this bill, that the same already specifically mentioned; and that the rents, and profits of said land is insufficient to pay your orators claims and costs of this suit in five years.

The premises considered, your orators are advised that they have rights cognizable by a court of Chancery; that the said John P. & Larkin Sherburne will be compelled to account for all of the effects of said Mrs. C. Sherburne which went into their hands; that said debt to said Parsons, and said lien to said Woodward will be declared null & void as to your orators, and all creditors of said Mrs. C. Sherburne, who had no notice of the existence of the same at the time they gave him credit.

The prayer therefore of your orators are that Mrs. C. Sherburne, John P. Sherburne, Mrs. Woodward, Larkin Sherburne, David P. Parsons and John C. Stapleton be made parties defendants to this bill of Complaint; that each be required to answer its several allegations on oath; that by virtue of the affidavit herein filed marked Affidavit.

Made pursuant to section 2964 of the Code of 1887 an attachment issue and be levied upon the said H.C. Sturndean effects and the land mentioned and set out in the deed of March 14th 1893 and said lien to said Sturndean and the same be held until a further order of this court; that the said John P. T. Lachar Sturndean specially answer, the true amount said H.C. Sturndean owed them just prior to said transfer of goods &c to them the date of each item of indebtedness & its character whether money or other thing; when, where and from whom they got the money or other thing which they lent the said H.C. Sturndean how whereby he became indebted to them; how much money or other thing they lent said H.C. Sturndean how at time of said transfer; the number & value of said cattle, wagon & harness & other chattels, the amount of hay & its value, farming implements and itemized statement of or an invoice of all the goods and chattels turned over to them by said H.C. Sturndean and whether they did not know at the time said goods were turned over to them, that said H.C. Sturndean was going to leave this State and that the same or a large portion thereof was not paid for; that the said David P. Parsons specially answer the true amount, if any thing, he

has paid on the land conveyed to him by
said W^m C. Herndon's wife; when such
payments were made; when, where
and from whom he got the money
or other thing with which to pay them;
how much he still owes them;
that the said W^m C. Herndon also specially
answer the true amount, if any thing which
said Herndon owed him at time he took
said paper to secure him; when, where
and from whom he obtained his money
or other thing which he lent said Her-
ndon; who knew of his having the
amount of \$675⁰⁰ ^{which he} lent said Herndon;
when the same will or did become due
and the date of the original indebtedness;
that on a final hearing of this cause a
judgment be given ~~in~~ ^{and} against
said W^m C. Herndon for their said debt; that the
said deed, lease and transfer of goods &
chattels be set aside & enough thereof be
sold to satisfy their said claim, and the
costs of this suit; that an order of publi-
cation be made for said W. C. Herndon as
the law requires in such cases. And that
all other, further and general relief be
granted your honors as the nature of this
cause may require. And they will ever
pray &c.

Geo. A. Ewing &
Perrington Bros.

1st Jan'y. 1894

Cowan, McLung & Co

vs } Birt in Chancery

John Lewis & Lachlan Carter
Coba Defendants of

H. C. Maudsland

1894-1st Jan'y Rules Bill filed for 1st on home debts
+ order Pub for non resident + 1st on home debts
" 2nd Jan'y Rules Bill for home debts caught
" 1st Feb'y " Contd for Ord Pub
" 2nd " " Ord Pub complete + set for hearing by Plff
June Decree + Contd

C 12 50
S 6 60
Depo 3 75
Co C 5 50
Dr 5 00
A 15 00
+ C Clk 1 25
\$ 49 60
Testimate 8 00
\$ 57 60

Defts Costs
Clerk 1 60
Comm. 1 50
\$ 3 10

2 30
1 20
1 30

To the Hon. W.T. Miller, Judge of the Circuit Court For
Lee County;

The petition of The Morristown Medicine CO. , a corporation
organized and existing under the laws of the state of Tenn. and
Doing business in the state of Va. , respectfully represents unto
your Honor that W.C. Herndon is justly indebted unto your ^{Petitioner} ~~honor~~ in
the sum of \$52.60 for goods wares and merchandise sold and deliv-
ed to the said W.C. Herndon , \$17.15 of which said sum was sold and
delivered to the said Herndon on the 12th day of Aug. 1893 and
became due ~~Aug~~ 12, 1893 , \$35.45 of the said sum was sold to the
said Herndon on the 4th day of Nov. , 1893 and became due Jan. 4/
1894. from which said dates that the said sums of moneys became
due the said sums draw interest. A copy of the said account is
here filed and made part of this Petition. Your petitioner will
further represent unto your honor that ~~at~~ the first Jan. Rules
1894 a suit in chancery was instituted in said Circuit Court
for Lee County by James D. Cowan , C.J. McClung and others , part-
ners in trade under the style and firm of Cowan, McClung and Co. a-
gainst W.C. Larkin, and John P. Herndon, David P. Parsons , Wil-
liam Woodward and John C. Stapleton , the object of which said
^{among other things} suit is to have the deed of W.C. Herndon and wife to David Parsons
and the deed of Said Herndon to William Woodward set aside and
vacated , the said deed to said Parsons was made on the 14th
day of March, 1893 and the said deed to the said Woodward was made
on the 10th day of Nov 1893 , and it is further the object of the
said suit to ~~have~~ have the said land subjected to the said Compts
debt. .

Your Petitioners further represent unto your honor that
they have filed in the Clerk's office of the said County Court
a memoranda stating the title of this petition , the object thereof
the court wherein pending a description of the property and

names of the persons whose estates are to be affected thereby..

Your petitioner will further represent unto your honor the the said ~~deed~~ made to the said Parsoms and the said Woodward was at the ~~June~~ term of the said Circuit Court declared null and ~~a~~ void as to the creditors of the said ~~Herndon~~, and as to them was set aside , vacated and set aside , and the same was decreed to be sold for the purpose of ~~paying~~ the said creditors' debts .

The prayer therefore of your petitioner is that it be made a party to this suit , that ~~they~~ be given a judgement for their said claim with interest as afore said ., and that when the said land is sold they be allowed to share in the proceeds ~~of~~ the said ~~xxx~~ sale of the said land . And may all other further and general relief be granted your petitioner that the nature of their ~~case~~ cause and equity may require/. And your petitioner ~~will~~ ever pray &c

Morristown Medicine Co.

By Pennington Brothers, Attys.

R. F. TAYLOR, President.
W. A. JONES, Sec. and Manager.

Morristown, Tenn. June 21 1894

Mrs. W. H. Herndon & Co

Post Office Lynchburg Va Station Birmingham Tex



SALESMAN



TERMS..... days, less per cent for cash in 10 days.

Aug 12	To	balance	90	days	17 15
Nov 4	"	"	60	"	35 45
					<hr/>
					\$52 60
					50

Natany J

R. F. Taylor (Pres)

State of Tennessee,
Hamblen County.

Personally came to me

R. F. Taylor, known to be ^{President} ~~one of~~

the firm of Morristown Medicine Co. and made oath before

me, J. O. RICE, a Notary Public in and for said county, duly commission-

ed and qualified, that the account hereto attached, for the sum of \$ 52.60

..... is just and correct, and now due, and unpaid, after al-

lowing all just credits and offsets. Witness my signature and official

seal, This 21st day of June 1894

J. O. Rice Notary Public.

Cowan M^{rs} Cluny & Co.

vs. { Petition of Mar-
 { rianne M^{rs} - Co

W.C. Henderson & Co

Filed July the 6th 1894

A.B. Munsey
Clerk

cto
C 65-
C 125
\$1.90

To the Hon. Wm. H. Miller, Judge of the Circuit
Court of the County, Va.

The petition of N. Spiro and
J. Spiro partners in trade under the
style and firm of Spiro & Bros. would
respectfully represent unto your honor
that on the 26th day of December 1893
they obtained before J. T. Burger, a
Justice in and for the said County of
Lee against W. C. Stundown for the
sum of \$16⁰⁰ with interest from the 1st day of
December 1893 and 3⁰⁰ cost, the papers
in which said judgment are heretofore filed
and made part of this petition.

Your petitioners would further
represent unto your honor that
there has been exhibited in your
honor's court several suits
in Chancery by Counselor M. C. Chung
& Co and others against M. C. Stundown
and others for the purpose of setting
aside the aforesaid deed made
by the said Stundown to one
Louis Parsons, which said
deed is dated March 1st, 1894
and conveys the principal part of the
said Stundown's land which lay
in the Crobachard, and for
the further purpose of setting
aside a deed of trust executed
by said W. C. Stundown to Wm
Woodward which deed was
dated Nov. 10, 1893 & filed & recorded

in the Clerk's Office of the County
Court of Lu County,

Your petitioner wife, Fairbank
referred unto your honor ^{and judge} that
that the said deed of Mch. 14, 1893,
and the said deed of Nov. 10, 1893,
were made for the purpose of
hiding, delaying & defrauding
the creditors of the said husband
and especially that of your petitioner.

The premises considered your
petitioner is advised that the said
deed of March, 14, 1893, to David
Parmer & the said deed of Nov.
10, will be declared void and nul-

The prayer therefore of your
petitioners is that they be allowed
to come in as parties to the said
suit of Cowan M^cClung & Co. and
show in the benefits of the same
and if the said deeds should
be declared void, ~~that~~ and the
loans thereby conveyed deemed
to be paid, they be permitted to
show in the proceeds of the same
and have their debt paid out of
the same. And may all further
and general relief be granted your
petitioners that the nature of the case may
require. And they will ever pray, &c.

Spino & Bror

For Farmington Bror

Choau N. C. Chug & Co
15. { Deposits of
 { Funds & Co

W. C. Henderson

Filed Jan 6 1894

A. B. Munsey Clerk

C 65^{its}

To the Hon' Wm. T. Miller, Judge of the Circuit Court of Lee County;

Humbly complaining, your petitioner, Wm. S. Hurst ^uwould respectfully represent unto your honor that W. C. Herndon is justly indebted to your petitioner in the sum of \$250.00, evidenced by the bond of the said Herndon, dated January the 31st, 1890 due ~~March the 1st, 1890~~ and subject to a credit of \$120.40 as of November, 1892. The said bond is here filed and made a part of this petition. Your petitioner will further represent unto your honor that at the first January Rules, 1894 a suit in Chancery was instituted in the said Circuit court for Lee county by James D. Cowan and others, partners in trade under the style and firm name of Cowan, McClung and Co. against W. C., Larkin, and John P. Herndon, David P. Parsons William Woodward and John C. Stapleton, the object of which said Suit, among other things, is to have the deeds ^{of March 14, 1893} of W. C. Herndon and Wife to David P. Parsons and the deed of Nov. 10 1893 to William Woodward set aside and vacated, and it is further the object of the said suit to have the said land embraced in the said deeds subjected to the payment of the said Complainant's Debt.

Your Petitioner will further represent unto your honor that they have filed in the clerks of the county court of Lee County a memoranda stating the title of this petition, the object thereof, the court wherein pending, a description of the property and the names of the persons whose estates are to be affected thereby.

Your Petitioner will further represent unto your honor that the said deeds of the said herndon to the said Parsons and Woodward was, at the June term of the said Circuit court

of Lee County, declared null and Void as to the creditors of the said Herndon/and as to them was vacated, set aside and annulled, and the land embraced in the said deeds aforesaid was decreed to be sold and the proceeds applied to the payment of the said creditor's debts.

The prayer therefore of your orator is that he be made a party to this suite that he be given a judgement against the said Herndon for the amount of the said bond with its interest less the said credit as aforesaid. , and that when the said land is sold that he be allowed to share in the proceeds of the said sale of the said land . And may all furthur and general relief be granted your orator that the nature of his cause and equity may require. And your petitioner will ever pray &c.

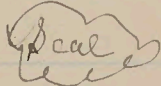
W.S.Hurst,

By

Pennington Bros
Atty.

\$250.00

On or before the first day of March 1892
I bind myself herein to pay to W.S. Hurst or order
the Sum of two hundred and fifty dollars
as the third and last payment on the Horton
land this day sold. This note is to bear interest from
Mch 1st 1890 Witness my hand & seal Jan 31 1890.

W. C. Herndon. 

#120 ⁴⁰

or cash one hundred
twenty 40/100 for 24 1892

W. B. Hammond

Note 250.00

due Mch 1 1892

Int from Mch. 90

due 9/10 500

Crab Orchard
Va

Crowley M^cClure & Co
13. } Delivered to
W. S. Clark
H. C. Anderson & Co

Quincy & Bros

C. 65
C. 125
190

Filed July 28th 1894
S. V. H. Richmond & Co

To the Honorable Wm. T. Miller, Judge of the Circuit Court
of Lee County:-

Humbly complaining, your petitioners, *R. P. Spence*
+ W. E. Spence

partners in trade doing business under the firm and style name
of Spence and Company, would respectfully represent unto your
Honor, that heretofore, to-witt, on the -----day of -----, 1893
at the special instance and request of W. C. Herndon, they sold
and delivered unto him a quantity of goods, consisting of drugs
&c., and amounting to the sum of \$~~26.33~~^{26.33}, which became due and
payable on the -----day of -----, 1893; that said sum is still *due*
your petitioners from said Herndon; that in a few days after they
sold said Herndon said goods, he fraudulently disposed of his ef-
fects in the manner hereinafter set out, and absconded the country,
and is now a non-resident of this State.

Your petitioners will further show unto your Honor that
the said Herndon before he left the State was engaged in the mer-
cantile business at Cynthia P. O. in Lee County, and ^{at} the time your peti-
tioners sold him said goods he was apparently doing a prosperous
and paying business there; that on the day he left the country
to-witt, on the 10th. day of November, 1893, he made and execut-
ed a paper wherein ^{he} acknowledged himself ^{indebted} to one Wm. Woodward in the
sum of \$675.00, and to secure the payment of the same he executed
a lien on a large portion of his real estate, lying and being
in the Pochet and Craborchard country, ⁱⁿ Lee County, and your petiti-
tioners allege that said lien and debt are all fraudulent, and
were made for the purpose of hindering, delaying, and defrauda-
^{ing} your petitioners in the collection of their said debt.

Your petitioners will further show unto your Honor that at
the time they sold and delivered said goods to the said Herndon

he was then in the possession of a large quantity of land , consisting of several tracts which had been deeded to him by John B. Pennington, Larken Herndon, John C. Stapleton, T. P. Hughes and the heirs of Charls Pennington decd. and their vendees; that the ~~re~~ records of the County Court of the said, County of Lee showed him to be the owner of the ~~same~~ and he was then in the possession of the same using and occupying it as his own, and your petitioners had no other thought but that it was his own , at the time they sold him said goods ; that in a few days after they sold him said goods, they were wonderfully surprised to hear that the said Herndon had on the 14th. day of March, 1893, made one David P. Parsons a deed to a large portion, - ⁱⁿ fact ^{to} the most valuable portion of the said lands- ; that your petitioners are advised and they allege that said deed of March, 14th., 1893, was made for the purpose of hindering, delaying and defrauding your petitioners in the collection of their said debt ; that said last named deed ~~was~~ was made without a consideration deemed valuable in law, and that ~~the~~ the same was not put upon record by the said Parsons until after ~~you~~ your petitioners had sold said goods to, said Herndon, and that at ~~the~~ the time they sold him said goods aforesaid they believed him to be the owner of the land he represented himself to be ~~the~~ owner of.

Your petitioners will further show unto your Honor that in a few days after they sold said Herndon said goods, he transferred ^{and at the depot} all the goods he then had in his store-house, a lot of hay, several cattle, in fact about all the personal property he had, a large amount of notes and bonds and accounts to his brother John P. Herndon, without a consideration, or at least a consideration any thing like the value of the property which he turned over to the said John p. herndon; and that this transaction was made for the

purpose of hindering delaying and defrauding ~~youxxx~~ his creditors, and especially your petitioners in the collection of their said debt.

Your petitioners will further represent unto your Honor that there are now pending in your Honor's court several suits against said Hermdons, said Parsons said Woodward and perhaps others for the purpose of having all of said conveyances, transactions, transfers and so on set aside and vacated, the said suits were at the March term (1894) of your Honor's court ordered to be brought on to be heard together. The prayer therefore of your petitioners is that they be allowed to file in said causes this petition and be allowed to be made a party to said suits; that full relief be granted them, that they be given a judgement against the said Wm. C. Herndon for the amount of their said debt and the costs of this petition, and that said fraudulent conveyances and transfers and transactions be annulled, vacated and set aside, and that enough of said Wm. C. Herndon's said effects be sold to pay your petitioners said debt and their costs. And that all other relief be granted to them as good conscience and equity will meet out.

Pennington Brothers for
said petitioners.

said petitioners.

Penningson Brothers for

be granted to them as good conscience and equity will meet out.

petitioners said debt and other costs. And that all other relief

of said Mr. C. Hemdon's said effects be sold to pay your peti-

tioners be annulled, vacated and set aside, and that enough

petitioners that said fraudulent conveyances and transfers and

C. Hemdon be set aside and that the costs of this

petitioners be given a judgment against the said Mr.

petitioners be given a judgment against the said Mr.

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petitioners be given a judgment against the said Mr.

Spencer & Co.

or Petition

John C. Hemdon

Filed June 6th 1894

W B Mursey

Clerk

65 cts

CoC 128

190

To the Hon. William T. Miller, Judge of the Circuit Court of
Lee County, Virginia:-

Humbly complaining, your petitioners, M. L. Ross, *r S. B.*

Waw
partners in trade doing business under the style and firm name of
M. L. Ross and Company, would respectfully represent unto your
Honor that, heretofore, to-witt, on the -----day of -----,
1893, at the special instance and request of Wm. C. Herndon they
sold and delivered to him a quantity of goods, consisting of
sugar, coffee, &c., and amounting ~~to~~ the sum of \$ *115.02* --
which became due and payable on the *31*---day of *Dec*, 189*3*;
that said sum is still due to your petitioners from ~~the~~ said
Herndon that in a few days after they sold said Herndon said goods
he fraudulently disposed of all his effects in the manner hereinaft-
er set out, and absconded the country, and is now a non-resident
of this State

Your Petitioners will further show unto your Honor that the
said Herndon before he left the State was engaged in the mercantile
business at Cynthia P. O. in Lee County and at the time your pe-
titioners sold him said goods he was apparently doing a prosper-
ous and paying business there; that on the day he left the country
to-witt on the 10th. day of November, 1893 he made and executed a
paper wherein he acknowledged himself indebted to one Wm. Wood-
ward in the sum of \$675.00, and to secure the payment of the same
he executed a lien on a large portion of his real estate lying
and being the Pocket and Crab Orchard country in Lee county,
which lien and debt are all a fraudulent transaction made for the
purpose of hindering, delaying and defrauding the creditors of
the said Herndon, and especially your petitioners.

Your petitioners will further show unto your Honor that
at the time they sold and delivered said goods to the said Herndon

he was then in the possession of a large quantity of land, consisting of several tracts, which had been deeded to him by John B. Pennington, his father, Larken Herndon, John C. Stapleton, T. P. Hughes and the heirs of Charls Pennington decd., and their vendees, that ^{he} records of the County Court of Lee County showed him to be the owner of the same and he was then in the possession of ~~hexxa~~ it using it and occupying it as his own and your petitioners had no other thought but what it was his own at the time they sold him said goods; that in a few days after they sold him said goods your petitioners were wonderfully surprised to hear that said Herndon had on the 14th. day of March, 1893 made one David P. Parsons a deed to a large portion, in fact to the most valuable portion, of said lands; that your petitioners are advised and they allege that said deed of March 14th., 1893 was made for a fraudulent purpose, to defraud your petitioners in the collection of their said debt, that said last named deed was made without a consideration deemed valuable in law and that the same was by said Parsons put on record untill ⁴ after they had sold said goods to said Herndon and that at the time they sold him the goods aforesaid they believed him to be the owner of the land he represented himself to be the owner of .

Your petitioners will further show unto your Honor that in a few days after they had sold said Herndon said goods, he transferred all the goods he then had in his store-house, a lot of hay, several cattle, - in fact about all the personal property he had and a large amount of notes and bonds and accounts to his brother John P. Herndon without a consideration, or at least a consideration any thing like the value of the property which he turned over to said John P. Herndon; and that this transaction was made for the purpose of hindering delaying and defrauding his creditors and especially your petitioners in the collection

of their said debt.

Your petitioners will further represent unto your Honor that there are now pending in your Honor's court several suits against the said Hermdons, said Parsons, said Woodward and perhaps others for the purpose of having all of said conveyances, transactions and transfers and so on, set aside and vacated; the said suits were at the March term (1894) of your Honor's Court directed to be brought on to be heard together. The prayer therefore of your petitioners is that they be allowed to file in said consolidated causes this petition, that full relief be granted them, that they be given a judgment against said Wm. Herndon for the amount of their said debt, and the costs of this ~~suit~~ petition, that said fraudulent conveyances and transfers and transactions be annulled, vacated and set aside and that enough of the said Wm. C. Herndon's effects be sold to pay your petitioners said debt. And that all other relief be granted to them as good conscience and equity will meet out. And they will ever pray &c.

Pennington Brothers. for

Petitioners.

M. L. Russell

in { Petition
W. C. Herndon & Co

Filed June 6th 1894
A. B. Murray
Clerk

C 6 5 Cts
C 12 5
\$1.90

Volume due consideration being as matter of battery and tortious intent
of said party being the said party.
The said party being the said party.
The said party being the said party.

To the Hon. Wm. Miller, Judge of the
Circuit Court for Lee Co.:

The petition of J. M. Hill in Lloyd &
partners in trade under the style and
firm of Lee Lloyd & Co respectfully repre-
sent unto your honor that on the 26th
day of December 1873 the obtained a judgment
before J. H. Burge a justice of the peace in
and for the said County of Lee, for the sum
of \$18.18 with interest from 2nd day of December
1873 and \$5.00 costs, and that a fieri facias
was issued directed to M. R. Kibb, D. S. to
levy upon and sell the goods of M. C. Henderson -
who did so, but the said goods sold only
sufficed for a sum sufficient to pay the cost
and \$5.10 which said sum should go as
a credit upon the said judgment as of
Jan 9th 1874. <sup>A copy of the said judgment is
here filed & made part of this petition.</sup>

Your petitioner further alleges
that there are now pending in your
honorable court several Chancery causes
brought by Cowan M^cClung & Co - and
others against the said M. C. Henderson and
others, all of which said suits have
been ordered to be heard together, and
the object of which are to have a cer-
tain deed made by M. C. Henderson & wife to
David P. Parran on March 14, 1873, set
aside, rescinded, and annulled for
the reasons appearing in the said bill
of complaint of the said Cowan,
M^cClung & Co. and for the further object
of having a deed of trust executed by the

said W.C. Skindon to one William
Woodward set aside, voided, and annulled
for the reasons appearing in the said
bill of complaint of the said Devere.
McCaughey & Co.

Your petitioner allege that the said
deed of March 14, to D.P. Parson is void
because voluntary and made for the
purpose of hindering, delaying, the cred-
itors of the said W.C. Skindon and
especially that of your petitioner; that
the deed of trust made to secure the
Hoodman's a debt of \$6,750-00 on the
10th day of Nov. 1893. by the said Skindon
was voluntary and made for the purpose
of hindering, delaying and defrauding
the creditors of the said W.C. Skindon
and especially that of your petitioner.

The prayer therefore of your petitioners
is that they be made parties to the said
suit and be allowed to show therein
that they be allowed to show in the
proceeds of the sale of the said land
if the said deed should be annulled,
and that their claim be satisfied out
of the proceeds of the same. And may
all other just and general relief
be granted your petitioners that the
nature of the thing in cause and equity
may require. And your petitioners
will ever pray &c.

Wm Lloyd & Co

Per
J. J. Cunningham Bros,
J. J.

Dawan M^{rs} Olney & Co
vs. } Plaintiff of
Hisco Lloyd & Co.

W. C. Shumard & Co

Filed June 6th 1894

A. B. Munsey
Clerk

C 65^{cts}

To the Hon. W. F. Miller, Judge of the Circuit Court of Lee County, Virginia:

The petition of the Louisville Tin and Stove Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, respectfully represents that W. C. Herndon is justly indebted to it by account for goods wares and merchandise sold and delivered by it to the said W. C. Herndon at his special instance and request, in the sum of fifty-seven dollars and twenty-six cents, with interest thereon from the January the 8th 1894: that said sum of money is long past due and unpaid to your petitioner. *A copy of account of which is herewith filed under A.*

Your petitioner further represents that at the first January Rules 1894 a suit in chancery was instituted in the said Circuit Court for Lee County Virginia by James D. Cowan, C. J. McClung, Matthew McClung, R. M. Rhea and Jacob L. Thomas, partners in trade under the style and firm of Cowan McClung & Co., against W. C. Herndon, John P. Herndon, Wm. Woodward, Larkin Herndon, David P. Parsons and John C. Stapleton, the object of which suit among other things, as will appear from the complainant's bill, is to have the deed, executed by W. C. Herndon and wife to David P. Parsons, dated on the 14th day of March 1893, to a certain tract of land, situated in Lee County, Virginia, and containing six hundred acres more or less, vacated, set aside and held for naught, and the land therein subjected to the payment of the Complainant's debt of \$455.41 and costs of suit, and also to vacate and annul the deed of trust or mortgage executed by the said W. C. Herndon to William Woodward on the 10th day of November 1893, and to subject the land therein embraced for the same purpose. Said deeds, as charged in said bill, having been made for the purpose of hindering delaying and defrauding his creditors in the collection of their debts.

Your petitioner further represents that it has filed in the Clerk's Office of the Lee County Court, a memorandum, stating the title of this petition, the object thereof, the Court where

in pending, a description of the property, and the name of the person whose estate is to be effected thereby, and ~~that~~ the ~~deb~~ debt for which the land is to be subjected

The prayer therefore of your petitioner is that it may be made a party to said suit, and that it may share in the proceeds of the sale of said lands for the payment of their said debt, if said deed should be vacated and set aside and decreed to be subject to the payment of the debts of W.C. Herndon, and that it be decreed to have priority over all other creditors not filing appropriate memorandum as provided by the statute, and that said lands are now under the control of the said Court, and that it may have such remedy and relief as is consistent with equity, and ~~then~~ ^{Case} requires.

May it please &c.

Louisville Lumber & Stone Company.
By B. H. Keene, atty.

Carver McClung &
vs Petitioner

W.C. Herndon et al

Filed June the 2nd 1894
A.B. Munsey
Clerk

C 65
C 128
190

To the Honorable Wm. J. Miller
Judge of the Circuit Court
for Lee County Virginia:

The petitioners of Saml. J.
Grauman and Jas. A. Shuttworth
partners in trade under the
style and firm of Grauman
& Shuttworth, respectfully
represents that W. C. Herndon
is justly indebted to
them by account, for goods
wares and merchandise
sold, ^{and delivered to} by them to said W. C. Herndon,
at his special instance and request
in the sum of \$192²⁵ with interest
thereon from the 6th day of
December 1893, that said sum
of money is long past due
and unpaid to your petitioners.
^{A copy of which is herewith filed marked A as for heretofore}
Your petitioners further repre-
sent that at the 1st January Rules
1894, a suit in chancery was in-
stituted in the ^{said} Circuit Court
for Lee County Virginia, by James D.
Cowan, C. J. McClung, Matthew Mc-
Clung, R. M. Rhea and Jacob L.
Thomas, partners in trade under
the style and firm of Cowan
McClung & Co, against W. C. Herndon

John P. Herndon, William Woodward,
Larkin Herndon, David P. Parsons,
and John C. Stapleton, the object
of which suit, ^{among other things,} as will appear
from the Complainant's bill,
is to have the deed executed by W.C.
Herndon & wife to David P. Parsons
dated on the 14th day of March 1893,
to a certain tract ^{containing 609 acres more or less} of land situated
in Lee County Virginia, vacated
set aside and held for sale
and the land therein subjected
to the payment of the Complainant's
debt of \$455 ⁴¹ ₁₀₀ & cost of suit,
and also to vacate and annul the
deed of trust or mortgage executed
by the said W.C. Herndon to William
Woodward on the 10th day of November
1893, and to subject the land
therein embraced for the same
purpose. Said deeds, as charged
in said bill, having been made
for the purpose of intending
delaying and defrauding
his creditors in their collection
of their debts.

Your petitioners further represent
that they have filed in the Clerk's

office for the Lee County Court,
a memorandum, stating the title of
this petition, the object thereof, the
Court wherein pending, a description
of the property and the name of the
person whose estate is to be affected
thereby, and that the debt for
which the land is to be subjected.

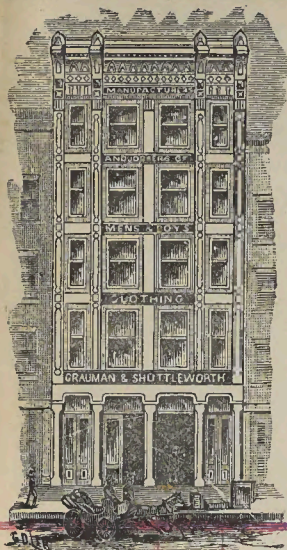
The prayer thereupon of your
petitioners is that they may be
made parties to said suit,
and that they may share
in the proceeds of the sale
of said lands for the payment
of their said debt; if said
debt should be vacated
and set aside, and decreed to
be subject to the payment
of the debts of W. L. Herndon,
and that they be decreed
to have priority over all other
creditors not filing a
proper memorandum as
provided by the statute, and
that said lands are now
under the control of the said
Court, and that they may
have such remedy and relief
as is consistent with equity.

Cowan McElly ^{white}
vs { Petitioner
W.C. Henderson et al,

Filed June 2nd 1894
J. V. H. Richmond
De

C 65^{cts}
C 125
\$1.90

and the ^{Court} requires,
May it please the
Honorable Justices
of the Supreme Court.



SAM'L J. GRAUMAN.

NOT RESPONSIBLE FOR GOODS MISSING IF SHIPPED IN TRUNKS.

JAS. A. SHUTTLEWORTH.

ALL CLAIMS MUST BE MADE WITHIN TEN DAYS
AFTER RECEIPT OF GOODS.

Louisville, Ky. Nov. 6th 1893

M. W. Henderson

Due Dec 6th

Cynthiana Va

BOUGHT OF

Grauman & Shuttleworth,

MANUFACTURERS AND JOBBERS OF

MEN'S AND BOYS' CLOTHING,

TERMS 6/10 5/30

607 WEST MAIN STREET.

922					
9571					
7009					
278618	6	Suits	375	2250	
2750					
5887	6	do	312 ⁵	1875	
4742					
17008	L	do	175	700	
1030					
2050					
6685	L	do	112 ⁵	450	
3831					
3426					
3449					
59					
6810	6	do	450	27	
1517					
5997					
6305	3	do	525	1575	
3841	3	do	550	1650	
3311/3498	6	do	800	48	
24471	3	do	1050	3150	
		Casimir			
					7519225

"A"

To the Honorable W. J. Miller, Judge of the
Circuit Court for Lee County Virginia.

The petitioners of George Preusser
and Henry Wellmours petitioners
in trade under the style and
firm of Preusser & Wellmours,
respectfully represents that W. C.
Henderson ^{doing business under the name of W. C. Henderson & Co.} is justly indebted
to them by account for goods wares
and merchandise sold and delivered
by them to the said W. C. Henderson ^{as aforesaid}
at his special instance and req-
uest, in the sum of seventy eight dol-
lars and thirty eight cents, with
interest thereon from the 1st
day of January 1894, that said
sum of money is long past due
and unpaid to your petitioners,
A copy of account of which is
herewith filed marked "A".

Your petitioners further repre-
sent that at the first January
Rules 1894 a suit in Chancery
was instituted in the said Circuit
Court for Lee County Virginia,
by James Stawan, C. J. McClung,
Matthew McClung, R. M. Rhea and
Jacob L. Thomas, petitioners
in trade under the style and

firm of Cavanaugh McElung & Co.,
against W.C. Herndon, John P.
Herndon, Wm^{an} Woodward, Southern
Herndon, David P. Parsons
and John C. Stapleton,
the object of which suit,
among other things, as will appear
from the complainant's bill,
is to have the deed, executed
by W.C. Herndon and wife
to David P. Parsons, dated on the
14th day of March 1893, to a
certain tract of land, situated
in Lee County Virginia and
containing six hundred acres
more or less, vacated, set aside
and held for naught, and
the land therein subjected to
the payment of the complain-
ant's debt of \$450⁰⁰ and cost
of suit, and also to vacate
and annul the deed of trust
or mortgage executed by the
said W.C. Herndon to William
Woodward on the 10th day of
November 1893, and subject
the land therein subrobed
for the same purpose.

Said deeds, as charged in said bill, having been made for the purpose of hindering delaying and defrauding his creditors in the cancellation of their debts.

Your petitioners further represent that they have filed in the Clerk's Office of the ~~See Circuit Court~~ Court a memorandum, stating the title of this petition, the object thereof, the amount ~~where~~ in pending, a description of the property, and the name of the person whose estate is to be affected thereby, and the debt for which the said is ~~to be~~ subjected.

The prayer therefore of your petitioners is that they may be made parties to said bill and that they may share in the proceeds of the sale of said lands for the payment of their said debt, if said deeds should be vacated and set aside and decreed to be subjected to the payment of the debts of

W.C. Henderson, and that they
 be decreed to have priority
 over all other creditors not
 filing a proper memorandum
 as provided by statute, and that
 they may have such remedy
 and relief as is consistent with
 equity and the case requires,
 May it please etc.

Greuser & Minnowas,
 by A. H. Howell atty.

Leanne Wilkins &
 in Petition.

W.C. Henderson et al.

Filed in open Court
 & by leave thereof June
 the 7th 1894

A. B. Munsey
 Clerk

C 65-
 C 725
 \$1.90

STATEMENT.

Louisville, Ky. April 14 1894

Mr W.C. Heermans Co

Cynthia Lee Co
Va

To PREUSER & WELLENVOSS, Dr.

Wholesale Dealers in

HATS, CAPS AND STRAW GOODS,

608 & 610 WEST MAIN STREET.

Mr W.C. Heermans

\$7838

Above we hand you Statement of Account. If correct, please remit. Unless
remitted for by will assume that you wish us to

A^u

To the Honorable W.T. Miller, Judge of the Circuit Court
for Lee County, Virginia:

The petition of R.S. Hazen and J.O. Lotspeich, partners in
trade under the style and firm of Hazen & Lotspeich, respect-
fully represents, that W.C. Herndon is justly indebted to them
by account, for goods wares and merchandise, sold and delivered
by them to the said W.C. Herndon at his special instance and re-
quest, in the sum of thirty-one dollars and eighty-five cents,
with interest thereon from the 1st day of December 1893; that
said sum of money is long past due and unpaid to your petition-
ers. *A copy of account of which is herewith
filed marked A as part hereof.*

Your petitioner further represents that at the first Janua-
ry Rules 1894 a suit in chancery was instituted in the said
Circuit Court for Lee County, Virginia by James D. Cowan, C.J.
McClung, Matthew McClung, R.M. Rhea and Jacob L. Thomas, part-
ners in trade under the style and firm of Cowan, McClung & Co.
against W.C. Herndon, John P. Herndon, William Woodward, Larkin
Herndon, David P. Parsons and John C. Stapleton, the object of
which suit, among other things, as will appear from the Complai-
ant's bill, is to have the deed, executed by W.C. Herndon and
wife to David P. Parsons, dated on the 14th day of March 1893, to
a certain tract of land, situated in Lee County, Virginia, and
containing six hundred acres more or less, vacated set aside
and held for naught, and the land therein subjected to the pay-
ment of the complainant's debt of \$455.41 and costs of suit, and
also to vacate and annul the deed of trust or mortgage executed
by the said W.C. Herndon to William Woodward on the 10th day of
November 1893, and to subject therein embraced for the same
purpose, said deeds, as charged in said bill, having been made
for the purpose of hindering delaying and defrauding his credi-
tors in the collection of their debts.

Your petitioners further represent that they have filed in
the Clerk's Office of the Lee County Court, a memorandum, stat-
ing the title of this petition, the object thereon, the Court
therein pending, a description of the property, and the name of
the person whose estate is to be affected thereby.

wherein pending, a description of the property and the name of the person whose estate is to be effected thereby, and that the debt for which the land is to be subjected

The prayer therefore of your petitioner is that they may be made parties to said suit, and that they may share in the proceeds of the sale of said lands for the payment of their said debt if said deeds should be vacated and set aside and decreed to be subject to the payment of the debts of the said W.C. Hern- don, and that they be decreed to have priority over all other creditors not filing a proper memorandum as provided by the statute, and that said lands are now under the control of the said Court, and that they may have such remedy and relief as is consistent with equity and the case requires.

May it please &c.

*Hazen & Lotzpeich,
By R. H. Huvelly, atty.*

Lawson McChung Co.,
vs Petitioner,

M. C. Henderson et al.

Filed June the 2nd 1894
C. B. Munsey
Clerk

James T. T. T.

C 68-cto
Coc 128-
\$1.90

debt of the sale of said lands for the payment of their said
large parties to said suit, and that they may share in the pro-
The prayer therefore of your petitioner, is that they may be
debt for which the land is to be subjected
the person whose estate is to be affected thereby, and that the
wherein pending, a description of the property and the name of

R. S. HAZEN
J. O. LOTSPEICH

STATEMENT.

Knoxville, Tenn.

Nov 20th 1893

M. K. Henderson

Lynchburg Va

To HAZEN & LOTSPEICH, Dr.

WHOLESALE GROCERS.

FOLIO 806 TERMS.

INTEREST CHARGED AFTER 30 DAYS

Nov 1

To Balance,

To Bill Rendered,

Sholary for -

31.35

50.
\$ 31 85

Dear Sir: We hand you Statement of your account with us: please advise us if not correct. It is customary with us to make out and render a Statement of every account on our books the last day of each month, so that if an error should occur, it may be corrected before it gets old.

Items checked with red ink are past due.

HAZEN & LOTSPEICH.

State of Tennessee, County of Anderson

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn M. H. Pettway to me well known, and made oath in due form of law, that the within account against W. L. Herndon amounting to Thirty one and 85/100 Dollars, is justly due W. L. Herndon of which firm he is Bankrupt after the allowance of all credits of which the said W. L. Herndon is entitled as he very believes.

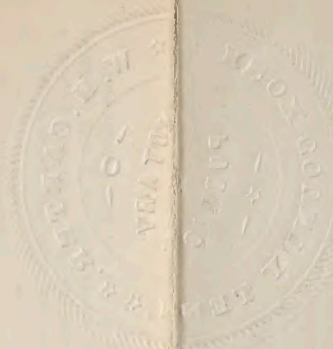
M. H. Pettway

[SEAL.]

Subscribed and sworn before me this 21st day of November 1893

W. L. Carter
Notary Public.

5
A



To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate answer and demurrer of Larkin Herndon to a bill in chancery exhibited against him and others in this honorable court by James D. Cowan, C.J. McClung, Matthew McClung, R.M. Rhea and Jacob L. Thomas, partners in trade under the style and firm name of Cowan McClung & Co

Respondent says that Complainant's bill is not sufficient in law to call upon him to answer it in this honorable court, but ^{that} there is good cause of demurrer thereto, and he therefore demurs thereto, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That he knows nothing whatever of the sale of goods by the complainants to the said W.C. Herndon, and therefore neither admits nor denies the justness of the account filed by the complainants with their bill. Respondent supposes it to be true that at the time said complainants sold said goods to the said W.C. Herndon (if they sold him any) ~~xxx~~ that the records of the County Court Clerk's office of Lee County showed him to be the owner of a quantity of land lying in said County and in the Pocket and Crab Orchard country, though of this he has no personal knowledge and makes no admissions or denials in reference thereto. Neither does respondent know what representations the said W.C. Herndon made to the said complainants as to his ownership of land in said County if he made any. It is true that respondent some few years ago together with John B. Pennington conveyed to the said W.C. Herndon a boundary of land in the Crab Orchard country, number of acres not remembered, and he supposes the same is correctly described in the deed on the records but he doubts whether the copy filed with complainants bill ^{properly describes said land} because the same is not properly certified, but as to what disposition said W.C. Herndon has made of said tract of land (if he has made any) respondent is not advised.

Respondent denies that a portion, if not all the goods sold by complainants to the said W.C. Herndon together with 40 or 50 head of cattle farming implements, a large lot of hay &c., a wagon and team, the goods in his storehouse at the time, and other goods and merchandise purchased

~~that~~

about the same time from other wholesale merchants, were on or about 10th day of November 1893 turned over and transferred to your respondent and his son John P. Herndon or at any other time. He denies that he is now or that he has at any time been in the possession of said goods and other property, or any part thereof, and that he is selling or that he has sold or disposed of any of the same. It is true however, as respondent is informed and believes, that said W.C. Herndon on the 11th day of November 1893, sold and delivered to respondent's co-defendant, John P. Herndon, the goods wares and merchandise then in his store house, ~~xxx~~ such goods wares and merchandise as had been shipped to him and were ~~xx~~ then in the depot at Pennington, together with about 48 head of cattle, an old wagon, mowing machine, a mare and a mule, and perhaps some other personal property, and that the said John P. Herndon is now and has been since said 11th day of November 1893 in the possession of said goods and property selling and disposing of the same.

Respondent will now show your honor that the said W.C. Herndon was on the 11th day of November 1893 indebted to him in the sum of \$2200.90 including principal and interest as appears by a calculation and statement herewith filed as part hereof marked "Calculation" which said indebtedness is evidenced by five notes or bonds the first of which was executed on the 10th day of July 1891 for the sum of \$200.00 due one day after the date thereof to which Cynthia Herndon wife of W.C. Herndon was security; the second of said bonds was executed on the 1st day of January 1892 for \$788.80 due one day after the date thereof, to which the said Cynthia Herndon was also security, the third of said notes was executed on the 9th day of May 1891 for the sum of \$300.00 and due one day after the date thereof, the fourth of said bonds was executed on the 7th day of June 1892 for the sum of \$200.00 due one day after the date thereof and subject to the following credits, \$8.18 as of April 20th 1893, and \$8.00 September 2nd 1893, the fifth and last of said notes was executed on the 10th day of August 1893 for the sum of \$575.00 due twelve months after date. The consideration of these notes was principally money loaned by respondent to his son ^{W. C. Herndon} at various times since he commenced business, for which notes were taken at the time and frequently ~~renewed~~ including the interest which had accumulated thereon,

the residue was for stock sold by respondent to his son on two or three occasions for which notes were taken and renewed perhaps more than once. Every cent of this indebtedness was justly and honestly due to respondent at the date aforesaid, to wit, on the 11th day of November 1893.

Respondent is an old man not able to actively engage in any business or occupation, was compelled to break up house-keeping about October 1889, since which time he and his wife have been living with and upon the bounty of their son John P. Herndon. Some time after the 1st of November 1893 respondent was informed by his son W.C. Herndon that he was indebted to his brother John P. Herndon in the sum of \$500.00 and he then proposed to sell his stock of goods then in his store house and the goods which he had recently purchased and which had been shipped to him at Pennington, and a lot of personal property consisting of hay, cattle &c., to pay off and discharge said indebtedness and to indemnify them for certain sums for which they were the security of the said W.C. Herndon. Respondent informed his son that he was too old and infirm to make said purchase or to encumber himself with either said property or goods, and insisted that the said W.C. Herndon go on with his business, but he the said W.C. Herndon persisted in his determination to sell and finally respondent reluctantly consented for his son John P. Herndon to buy said goods and other property, and agreed to assign to the said John P. Herndon the several notes aforesaid for that purpose. No part of said indebtedness has yet been paid to respondent, but the same and every part thereof is still due to him, but he delivered said notes as he agreed to do with his name written across the backs thereof which was intended as an assignment to the said John P. Herndon, who surrendered them, as respondent is informed to the said W.C. Herndon, when the said W.C. Herndon delivered to him said goods wares merchandise and other personal property. As above stated your respondent and the said John P. Herndon were security for the said W.C. Herndon for about \$575.00, \$250.00 was for money which the said W.C. Herndon borrowed from one John Holmes, and \$325.00 thereof was a note executed to J.J. Stapleton and respondent payable at the Pennington Gap Bank, endorsed by the said Stapleton and respondent and discounted by the said W.C. Herndon for whose accommodation it was made, at said Bank, which said note has since

been lifted, the said John P. Herndon furnishing for that purpose \$250.00 and your respondent furnishing the residue. A copy of said note and of the other notes herein before mentioned are filed with the answer of John P. Herndon to this bill, to which reference is here made.

In answer to the special interrogatories propounded to him by the Complainants, respondent says it is almost or quite impossible for him to state and show where, when and from whom he received every dollar or other thing which he let his son have whereby his said son W.C. Herndon became indebted to him in the sum of \$2200.⁰⁰ aforesaid, but respondent ~~avows~~ that the true amount of said indebtedness of the said W.C. Herndon to him is as above set out. Respondent will here show your honor that as before stated he broke up house-keeping about October 1889. At that time he had loaned to good and solvent men from \$700.00 to \$1000.00, he then had on hands a considerable quantity of stock, hay &c., which he sold principally to the contractors, builders and workmen on the L. & N. R.R. which was then in course of construction, said sales amounting to \$500.00 to \$600.00, and at the same time he sold his farm to C.T. Duncan for the Louisville and Nashville Railroad Company for the sum of \$2100.00 which was paid to him on the 28th day of December 1893 in cash, making a total amount of money belonging to your respondent on the 1st day of January 1890, of from \$3300.00 to \$3600.00. Of this sum respondent loaned to M.D. Richmond the sum of \$2000.00 on January 10th 1890. Afterwards, to wit, on May the 9th, 1891 the Administrators of Mr. Richmond paid to respondent \$300.00 and on the same day he loaned it to his son W.C. Herndon; on the 10th day of July 1891, said administrators paid to respondent \$200.00 and on the same day he loaned this sum to his said son W.C. Herndon: on June the 7th 1892 said administrators paid to respondent \$200.00 and on the same day he loaned said sum to his said son W.C. Herndon: on January the 9th 1891, said administrators paid to respondent \$500.00, but respondent does not now remember certainly whether his said son got any part of that \$500.00 or not but he thinks it likely that he did. Respondent had ^{money} loaned to D.L. Jessee, A.K. Debusk, William L. Stout and others. These parties are all good and when they kept the money as long as they wanted it, would return it with its interest, and respondent would loan it again. It was respondents habit to loan

his money for a year at a time and at the end of the year either to collect the interest, or money and interest, or take a new note including the interest that had accumulated, thus compounding the interest and making it principal. This course he pursued with his son except as to the three amounts got from the administrators of M.D. Richmond which ~~were~~ were never renewed. The \$788.80 note includes two or three other small ~~er~~ notes and the price of some stock as respondent now remembers, and the \$575.00 note is partly for stock and for money got at two or three times during the latter part of the year 1892 and the early part of the year 1893 for which notes ~~were~~ ^{were not} given just at the time the money was got, a part of this money respondent got from A.K. DeBusk, and another part as respondent remembers from William L. Stout. Respondent can not more accurately state from whom he got the money loaned to his son than he has here stated, but he here repeats again that every cent called for by said notes was due and owing to him from his son W.C. Herndon on the 11th day of November 1893, and the same is still due to him from the said John P. Herndon if the trade between him and the said W.C. Herndon stands. But should said sale be set aside then said sum is due to him ~~on his assisence~~ from the said W.C. Herndon. And if said sale be set aside then respondent prays that this his answer may be treated as a petition or cross bill for the recovery by him out of the effects of ~~the~~ the said W.C. Herndon sought to be subjected to the payment of the complainant's debt and mentioned by them in their bill, and that said effects be first subjected to the payment of respondent's debts hereinbefore referred to.

Respondent denies most emphatically any collusion with the said W.C. Herndon in any way to hinder delay or defraud his creditors in the collection of their debts; he denies any fraud or any knowledge of any fraud by others; he knows nothing of the alleged sale of land by W.C. Herndon to the said David Parsons, nor does he know anything about the lien claimed by William Woodward upon the other lands mentioned in complainants bill.

Respondent had no knowledge of any other indebtedness by the said W.C. Herndon except that to himself, that to John P. Herndon, John Holmes and the Pennington Gap Bank until the institution or about the time of

the institution of the several suits now pending in your honor's court against W.C. Herndon, himself and others. And now having answered complainants bill as fully as he is advised it is material to answer the same prays to be hence dismissed with his reasonable costs &c.,

Duncan & Hyatt p.d.

Virginia Lee County to wit:

This day Larkin Herndon personally appeared before me, A.B. Munsey, Clerk of the Circuit Court of Lee County, Va. and made oath that the foregoing answer so far as his own knowledge goes is true, and so far as made upon the information of others he believes it to be true. A.B. Munsey clerk

W.C. Herndon et ls.

Separate Answer and
Demurrer of Larkin
Ads. Herndon, one of de-
fendants.

Cowan, McClung & Co.

Duncan & Hvatt, p.d.

*Filed in open court
March the 8th 1894
A.B. Munsey ck*

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia.

The separate answer and demurrer of John P. Herndon to a bill in chancery exhibited against him and others in this honorable court by James D. Cowan, C. J. McClung, Matthew McClung, R. M. Shea, and Jacob L. Thomas, partners in trade under the style and firm-name of Cowan, McClung & Co.

Respondent says that complainants bill is not sufficient in law to call upon him to answer it in this honorable Court and he demurs thereto, and prays judgement of his said demurrer, And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That, he supposes it is true, that at his special instance and request, on October, 28th 1893, and on November 8th 1893, complainant's sold and delivered to the said W.C. Herndon, who was then in the mercantile business in Lee County, Virginia, in the Crab Orchard Country, a quantity of wares and merchandise; that the statement filed with complainants bill is a true statement of the amount of said goods; that said goods amounted in the aggregate to the sum of \$455.41. that the same will become due and payable on the dates mentioned in complainants bill, and that at his direction said goods were shipped to the said W.C. Herndon at Pennington Gap, Va. though of these several allegations respondent has no personal knowledge further than he has seen a bill of goods in the name of said complainants, but whether it is for the same amount, or of the same date of the itemized statement filed by complainants with their bill, he does not know, therefore respondent neither admits nor denies the justness or the amount of said account.

Your respondent supposes it is true that at the time complainants sold said goods to said W.C. Herndon, the records of the County Court of Lee County showed him to be the owner of a large boundary of land lying in the County of Lee and State of Virginia, but he has no personal knowledge of what the records showed nor does he know what representations the said W.C. Herndon made to complainants concerning his ownership of said lands, and therefore is unable to answer the allegations in reference thereto.

Respectfully submitted
J. P. Herndon

Respondent says that it is not true that a large portion if not all the goods sold and delivered to said W.C. Herndon, together with 40 or 50 head of cattle, farming implements, a large lot of hay &c., a wagon and team, the goods in his storehouse at the time, and other goods and merchandise purchased from other whole-sale merchants about the same time, were on or about the 10th day of November 1893 turned over and transferred to your respondent and his father Larkin Herndon by the said W.C. Herndon. It is true, however, that the said W.C. Herndon, on the 11th day of November 1893, sold and delivered to your respondent ~~his~~ his stock of goods, wares, and merchandise then in his storehouse, together with the goods that were in the depot at Pennington Gap shipped and in his name, 48 head of cattle, a lot of hay, a mowing machine, an old wagon, an old mare, a mule, a lot of cull lumber, and a lot of small accounts shown by the said W.C. Herndon's books to be due him. Respondent is still in the possession of said goods and other property and has been in the possession of them since the 11th day of November 1893, but with the said goods and other property the said Larkin Herndon has nothing to do whatever, and is interested in them no further than the natural interest that a father would have for the success of a son. Your respondent denies that said transfer of goods, cattle, hay, farm implements, wagon and team &c. was without a valuable consideration, deemed valuable in law, or without a consideration any thing like the value thereof. On the other hand your respondent alleges that said purchase of said goods and said transfer of said goods and other property to him by the said W.C. Herndon was made upon the following consideration and no other:-- The said W.C. Herndon was indebted to your respondent in the sum of \$500.00 which was evidenced by a note executed on the 29th day of August 1893 and due one day after the date thereof. He was indebted to the said Larkin Herndon in the sum of \$200.00 evidenced by a note executed on the 10th day of July 1891 and due one day after the date thereof, with his wife Cynthia Herndon as security, and in the sum of \$300.00 evidenced by a note executed on the 9th day of May 1891 and due one day after the date thereof, and in the further sum of \$788-80 evidenced by a note executed on the 1st day of January 1892 and due one day after the date thereof, with Cynthia Herndon wife of W.C. Her-

don is security, and in the further sum of \$200.00 evidenced by a note executed on the 7th day of June 1892 and due one day after the date thereof to which the said Cinthia Herndon was also security, this last mentioned note subject to the following credits \$818 paid April 20th 1893 and \$8.00 paid September 2nd 1893, and in the further sum of \$575.00 evidenced by a note executed on the 10th day of August 1893 and due twelve months after the date thereof: copies of all said notes are filed herewith marked "Copy of Notes", and the originals are in the possession of respondent's attorneys, and will be filed when called for: the said W.C. Herndon was indebted to and is indebted to one John Holmes in the sum of \$250.00, for which indebtedness the said Holmes holds the note of the said W.C. Herndon with your respondent and his father Larkin Herndon as security: the said W.C. Herndon on the 14th day of October 1893 made his note in writing, commonly called a negotiable note, by which he bound himself to pay sixty days after the date thereof, to the order of John J. Stapleton and Larkin Herndon \$325.00 at the Pennington Gap Bank, Pennington Gap Va., which note was endorsed by the said John J. Stapleton and Larkin Herndon, and was sold and negotiated by the said W.C. Herndon to the said Pennington Gap Bank: By the terms of said contract your respondent was to surrender and deliver to the said W.C. Herndon the note executed by him to respondent, all the notes or claims which the said Larkin Herndon held against him, and to pay off the indebtedness for which your respondent and the said Larkin Herndon or either of them was bound for him as security. In obedience to this agreement your respondent at the time delivered to the said W.C. Herndon said \$500.00 note executed to himself which with its interest amounted to \$506.00 and at the same time he turned over to the said W.C. Herndon the five notes held against him by the said Larkin Herndon amounting principal and interest to the sum of \$2200.90 and since that time, to wit, on the 15th day of December 1893, your respondent and his father paid and lifted said \$325.00 note held by the Pennington Gap Bank aforesaid, a copy of said note, the original of which is in the hands of respondents Attorneys, is herewith filed as part hereof marked "Copy of notes", the note for \$250.00 to John Holmes is still outstanding with interest thereon from about the 15th day of August 1893. It will thus be seen

that at the time of the sale and transfer of said goods to your respondent, the said W.C. Herndon owed to your respondent and his father principal and interest ^{\$2706.90} ~~\$2200.00~~, and they were bound for him as security for about the sum of \$578.75 making a total of \$3285.65. The sale of said goods and other property was made in bulk, no invoice of goods was then made, but their value as well as the value of the property sold and transferred to respondent was carefully estimated, and the intention was to sell and transfer to respondent enough to pay and indemnify him for said indebtedness and to reasonably compensate him for his time, trouble and expense in converting them into money. Respondent most emphatically denies that this transaction was made and entered into by him for the purpose of hindering, delaying and defrauding the complainants or any other person in the collection of their debts, and if the said W.C. Herndon had any ^{such} intention he kept it entirely concealed from your respondent. So far from respondent aiding or attempting to aid the said W.C. Herndon to hinder, delay or defraud his creditors, respondent had no knowledge of any indebtedness of the said W.C. Herndon except the debt to himself, those to Larkin Herndon, John Holmes and the Pennington Gap Bank. In fact the said W.C. Herndon, at the time of said sale and transfer of said goods and property, represented to respondent that he did not owe anything on said goods. Respondent did not want to purchase said goods and other property, he had no taste for the mercantile business and did not want to go into it, and his only reason for so doing was to secure the payment of the debts due to himself and his father, and to secure some indemnity for the sums for which they were the securities of the said W.C. Herndon.

Respondent will now show your honor that on the 19th day of December 1893, which was as soon as he could have the same done after the institution of these suits, he had all the goods then on hands carefully invoiced by H. Barton and P.B. Cecil, two men experienced in the mercantile business. Said invoice was carefully and respondent believes honestly, truthfully and correctly made, and amounted to the sum of \$2700.00. Between the time of the sale to respondent and the date of said invoice he had sold goods amounting to the sum of \$215.95 which added to said invoice makes the aggregate of said goods amount to \$2915.95. Said invoice with the \$215.95 added is herewith filed as

part hereof marked "Invoice of Goods". At the same time respondent had the cattle and other property yet remaining on hands which he purchased from the said W.C. Herndon, appraised by M.C. Parsons and J.E. Hobbs, two farmers and stock dealers whom he has always heard called as good judges of stock as there are in Lee County. Respondent purchased from the said W.C. Herndon 48 head of cattle embracing calves, yearlings, oxen, and milch cows. Before said appraisements he sold two of the milch cows for \$40.00, the remaining 46 head of cattle were valued at \$358.40, the hay remaining on hands was valued at \$52.00, the mowing machine which was old and badly worn was valued at \$10.00, the old wagen was valued at \$11.00, the old mare, part of the team, was valued at \$30.00, the lumber, a lot of culls, was valued at \$10.00. This valuation or appraisements is herewith filed as part hereof marked "Appraisalment of Cattle &c.". Before said valuation your respondent

had sold a mule which was the other part of the team for \$75.00 making an aggregate received by respondent from the said W.C. Herndon exclusive of what hay he had fed to the cattle between the 11th of November and the 19th day of December and exclusive of the notes and accounts turned over to him, to the sum of \$3502.35. The said W.C. Herndon also transferred and assigned to him a lot of small notes and accounts amounting to the sum of \$312.41, a list of which is herewith filed marked "List of notes and accounts". As to the solvency of these notes and accounts respondents is very doubtful. He has seen several of the parties and demanded payment of the sums shown to be due by them, each one of whom has either denied the account out-right or claimed an offset against the same, and in addition thereto respondent has been informed that garnishments have been served on several of the parties by alleged creditors of said W.C. Herndon. Respondent does not believe that he will ever be able to realize or collect one half the amount of said notes and accounts.

Respondent does not know the present whereabouts of the said W.C. Herndon and is unable to say whether he is a resident of the State of Virginia or not. Shortly after respondent purchased said goods and stock the said W.C. Herndon left the neighborhood and respondent has not seen him or heard of him since.

Respondent is informed and supposes it is true that on the 10th day of November 1893, David P. Parsons lodged with the Clerk of the County Court of Lee County a deed from the said W.C. Herndon and wife by which they conveyed to him a boundary of land in the Crab Orchard in consideration of the sum of \$5000.00. Respondent knows nothing about this transaction nor the consideration moving thereto; he has no interest whatever in it, does not know whether it was a bone fide or fraudulent, neither does he know whether the complainants had notice of said sale or not before they sold the goods mentioned in their bill, therefore respondent does not know whether said conveyance is void as to said complainants or not.

Respondent is likewise ignorant as to the lien claimed by the said Wm. Woodward for \$675.00, and therefore can not answer whether said lien is genuine or fraudulent.

Respondent denies that the transaction between him and the said W. C. Herndon is void, but on the other hand he asserts that it is valid bone fide and binding as to everybody.

Respondent knows nothing of the land trade between the said W.C. Herndon and John C. Stapleton, and is therefore unable to answer whether or not the lien reserved in the deed from said Stapleton to said Herndon, has been satisfied.

Respondent says that he supposes he had fed to the cattle and horses purchased by him from the said W.C. Herndon about one half of the hay purchased by him from the said W.C. Herndon before he had said hay valued, and he had also fed out from ten to twenty bushels of corn turned over to him by the said W.C. Herndon.

Respondent now answering specifically the interrogatories propounded to him as to the amounts of indebtedness of said W.C. Herndon to him answering, says, that the said W.C. Herndon owed him the sum of \$500.00 with interest thereon from the 30th day of August 1893; that of said sum of \$500.00, \$450.00 was for cash loaned by respondent to him on the 29th day of August 1893, the remaining \$50.00 was for a small amount of corn and for work and labor done in hauling staves for the said W.C. Herndon. It is almost impossible for respondent to answer when where and from whom he got the money that he loaned to the said W.C. Herndon.

Respondent is a farmer and his money necessarily comes in in small amounts at a time.

at a time. About June 1893, he received from E.W. Pennington from \$140.00 to \$150.00, not far from the same time he collected from A.K. Debask about \$150.00, he also received \$40.00 from J.E. Hobbs, he sold to W.B. Kilgore hogs for \$65.00, he collected from R.E. Litton \$75.00, about a year before he received from L.C. Shelburn \$107.00, he got \$108.00 from Selina Jayne, he got \$40.00 from his mother, he received \$100.00 or thereabout from _____ Carmical, he got from his father ~~about \$3~~ \$300.00 or more, he received from J.J.C. & E.S. Flannery \$85.00, from Crimleys about \$50.00, from W.C. Herndon he received \$107.00 price of a horse with its accumulated interest, he also received from Filmore Litton \$30.00 for sheep, and he received money from other sources in small amounts not now remembered. A part of this money named above respondent used in paying the balance on land which he purchased at a judicial sale, the residue made the \$450.00 loaned to the said W.C. Herndon. Respondent here avers that every cent of the indebtedness hereinabove set out as owing by the said W.C. Herndon to himself and the said Larkin Herndon was at the time of said sale just due and owing: he further avers that the debt to John Holmes is still owing and that the debt to the Pennington Gap Bank has been paid by him and his father since he purchased said goods. Respondent further says that the trade between himself and his brother W.C. Herndon by which he purchased said goods was made in good faith by him: that he had no intention whatever to defraud or delay any creditor of the said W.C. Herndon in the collection of his debts. In fact respondent did not know of any debt which the said W.C. Herndon owed except the debts to himself, Larkin Herndon, John Holmes and the Pennington Gap Bank, and the said W.C. Herndon at the time of said sale told respondent that he did not owe anything on said goods. As before said respondent reluctantly purchased said goods and other property and he is extremely anxious now to get rid of them, so much so that if the creditors of the said W.C. Herndon will take said goods and property off of his hands they can have the same by paying to him what is due to him and his father and satisfying the debt to which they are security to the said Holmes. In fact as soon as these suits were brought he offered to the Attorneys of the plaintiffs and other creditors of the said W.C. Herndon, to turn over everything which he had

~~received~~

received if they would pay to him and his father the amount due to them and for which they were liable, and he is yet willing to do so, and ~~and~~ faithfully account for every thing which he has sold or used.

Respondent says that if said sale of goods and other property is set aside as asked by Complainants then the said W.C. Herndon is indebted to him in the sum of \$500.00, *with interest from Aug. 30, 1893* and if said sale should be set aside then respondent prays that this his answer may be treated as a petition or cross bill for the recovery by him out of the effects of the said W.C. Herndon sought to be subjected to the payment of the complainants debt and mentioned by them in their bill, *& that said effects of said W.C. Herndon be* subjected first to the payment of respondent's debts hereinbefore referred to.

And now having answered said bill as fully as he is advised it is material to answer the same, and here again denying all allegations of fraud or collusion, and all intention to hinder or delay creditors of the said W.C. Herndon he prays to be hence dismissed with his costs &c.

Duncan & Hyatt, p.d.

W.C. Herndon et als.	Separate demurrer and answer of John P. Herndon, one of defendants.
Ads.	Cowan, McClung & Co.
	Duncan & Hyatt, p.d.
<i>Filed in open Court March 8th 1894</i>	
<i>A.B. Munsey Clerk</i>	

Virginia, Lee County, to wit:

This day John P. Herndon personally appeared before me, A.B. Munsey, Clerk of the Circuit Court of the County and State aforesaid and made oath that the foregoing answer so far as made on his own knowledge is true and so far as made upon the information of others, he believes it to be true. Given under my hand this the 5th day of March 1894.

A.B. Munsey Clerk

McTeers Root & Co

✓ Cowan McClung & Co	vs.	W.C. Herndon et als.
✓ Powers Little & Co.	"	Same
✓ Berry Gilliam & Co.	"	Same
✓ Cullen & Newman	"	Same.
✓ Ballard & Ballard Co.	"	Same.
✓ Cowan Macill & Co.	"	Same.
✓ M. Milhiser & Co.	"	Same.
✓ Knoxville Provision Co.	"	Same.
✓ Butt Young & Co.	"	Same.
✓ W.W. Woodruff & Co.	"	Same.
✓ Crandall Harris Tobacco Works.	vs.	Same.
✓ Allen Stephenson & Co.	vs.	Same.
✓ George McMillan & Co.	"	Same.
✓ Sandford Chamberlain & Albers.	vs.	Same.
✓ L.C. Younger.	vs.	Same.

In Chancery

On motion of Larkin Herndon and John P. Herndon leave is granted them to file their separate demurrers and answers in which demurrers the plaintiffs join, and reply generally to said answers, and thereupon said causes coming on to be heard upon the bill of complainants and exhibits therewith, and depositions of witnesses, the demurrers and answers of Larkin and John P. Herndon, the joinder in said demurrers and general replication to said answers, and was argued by counsel. And it appearing to the court that each of said bills is against the same parties and intended to affect the same subject matter, it is adjudged ordered and decreed that said causes be brought on to be heard together, and any evidence or depositions hereafter taken in any one cause, having for its purpose to annul, vacate or set aside the deed of W.C. Herndon and wife to David P. Parsons, or the transfer of the goods chattels &c, to John P. Herndon and Larkin Herndon or either of them by the said W.C. Herndon, shall be read in each of said causes brought on to be ~~heard~~ heard together as aforesaid. And these causes are continued.

Cowan, McClung & Co. et als.

vs. Decree No. 1.

W.C. Herndon et als.

E.O.D. Page 571
Mar 10 1894

Eaton
R.K.M.
Mar 10 1894

On motion of David P. Herndon and John P. Herndon leave is granted

F.C. Venable	vs.	Same.
Bradford Chamberlain & Albers	vs.	Same.
George McMillan & Co.	"	Same.
Alfred Stephenson & Co.	vs.	Same.
Charles H. Harris Tobacco Works	vs.	Same.
W.A. Woodruff & Co.	"	Same.
W.C. Venable & Co.	"	Same.
Knoxville Provision Co.	"	Same.
W. H. H. H. & Co.	"	Same.
Cowan, McClung & Co.	"	Same.
William & Safford Co.	"	Same.
Collier & Herndon	"	Same.
Herndon, Gillette & Co.	"	Same.
Howard H. H. & Co.	"	Same.
Cowan, McClung & Co.	vs.	W.C. Herndon et als.

④ Cowan, M^cClung, & Co, and other causes ordered to be brought on to be heard therewith - - - Plaintiffs.

r. s.
Th. C. Herndon et al - - - Defendants.

To Mess David P. Parsons - W^m Woodward and John C. Stopton W^m C. Herndon, John P. Herndon & Larkin Herndon:

You are hereby notified, that on the 1st day of May, 1894, at the office of E. H. Pennington in the Town of Pennington Twp. Va. between the hours of 7 A. M. and 6 P. M. we shall proceed to take the depositions of James B. Fandingham and others to be read in evidence in behalf of Cowan M^cClung & Co and those whose causes have been ordered to be brought therewith to be heard, in a certain suit in chancery now pending in the Circuit Court for Lee County ~~between the~~ ~~parties~~ wherein ~~for~~ ~~the~~ Cowan M^cClung & Co and other plaintiffs whose causes have been ordered to be brought on for hearing therewith are complainants and Th. C. Herndon, John P. & Larkin Herndon, W^m Woodward, David P. Parsons and John C. Stopton are Defendants; and if from any cause the taking of the said depositions are not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day or from time to time and at the same place and between the same hours until the same is completed.

Yours truly
Cowan M^cClung & Co. & Thos
for counsel-

Cowan, Mr. Colung, No 10th st -

V.S. & Notice to take Depo -

Th. C. Oremudant at
the court April 26 1894
in part By Delivering
a copy of this Notice
to take Depositions
to David P. Parsons
& Wm Woodward

M R Kirk D S
for S E Flannery
S L S

The depositions of F. M. Parsons and others taken before me

H. H. Pennington....., a *Notary Public*

for the county of Lee, pursuant to an agreement as to John P. Herndon
and Larkin Herndon, and pursuant to notice hereto annexed as to
David P. Parsons and Wm. Woodward, at the office of E. W. Penning-
ton in the town of PENNINGTON GAP, VA. on the First Day of May,
1894, between the hours of 7, A. M. and 6 P. M. to be read as ev-
dence in behalf of Cowan, McClung, and Co., L. C. Younger, M. Mil-
hiser, and Co., Ballard and Ballard Co., Allen, Stephenson and Co.,
Butt, Young and Co., Crandall-Harris Tobacco Works, Cowan,
Magill and Co., W. W. Woodruff and Co., George McMillan and Co. Powers
Little and Co., Knoxville Provision and Sugar Co. Sanford, Cham-
berlain and *Albee* Berry, Gilliam and Co., *Cullen* and Newman and
McGuire, Hood & Co

in certain suits in chancery now ^{*Pending*} ~~depending~~ in the Circuit Court of
Lee County and ordered to be brought on to heard together, wherein
~~the~~ W. C. Herndon, John P. Herndon, Larkin Herndon, David P. Parsons, Wm.
Woodward and John C. Stapleton are defendants, and the above named
parties are plaintiffs

Present: Duncan & Hyatt, Attorneys for JOHN P. and Larkin
Herndon ; and David P. Parsons and -----
his
in ~~their~~ own proper person.

Pennington Bros. for the Plaintiffs.

F. M. Parsons, a witness of lawful age, being first duly sworn,
deposes as follows:

1st question by plaintiffs: Please state your age, occupation
and place of residence.

Ans.-I am 50 years old, a farmer, and reside at x Cox, Lee Co.
Va.

2nd. Ques. by same:

State whether or not you are acquainted with W.C.Herndon.

Ans.-I am.

3rd.Ques./ for the plaintiff.-State whether or not you are the ~~X~~F.M.PARSONS, and JUSTICE of the Peace who, on the 14th day of March 1893, took the acknowledgement of WILLIAM C.Herndon and his wife Cinthia, whereby said Herndon conveyed a portion of his lands to one David P.Parsons.

Ans.-I am.

4th Ques. At or ~~or~~ after the time said deed was acknowledged state what said Herndon said concerning the same if he did say anything in relation thereto.

Ans. -At about the same time said deed was acknowledged before me, and at his dwelling house in this county, he told me to say nothing about his having made the same.

5th Ques. If you know, state whether or not said Herndon at the time said deed was acknowledged was in possession of the land it purported to convey to said David Parsons.

Ans. He was then in possession of the same, and living on it.

6th Ques. How long after the date of said acknowledgement of said deed, did said W.C.Herndon remain in possession and occupation of the land embraced in said deed?

Ans.-- He remained in the possession of the same until ^{he left} the country some time in the fall of 1893.

7th Ques. After the date of said deed, and up to the time he left this country, please state if said W.C.Herndon did not put upon said land some permanent improvements, and if so what?

Ans. After said deed was made and before he left this country he did place upon said land a barn worth like something \$100.00. and also some other things which I can not be definite about ~~them~~.

8th Ques.--State whether you were or not acquainted with David P.Parsons at the time said deed was made and up to the time said Herndon left this country.

Ans. I have known him for several years.

9th Ques. State whether or not said David Parsons at the time said deed was made, and up to the time said Herndon left this country was not or so considered to be a very poor man.

Ans. He is considered by some to be a very poor man. At the time said deed was acknowledged and up to the time said Herndon left the country said Parson was living on said tract of land which he claimed to be his own and which land. Some three years ago I optioned at \$1100.00 but did not take it. He also owned a wagon and team. if he had anything else I do not know it.

10th Ques. Who is now in possession of the said land now embraced in the said deed? and when did he move there?

Ans.-- Said David P.Parsons is now in possession of the land, and he moved there ~~at about~~ the same about ~~the~~ the time said Herndon left the country. My best impression is that said Herndon had left the country when the said Parsons took possession of the land.

11th, Ques.-- During the Fall and Summer of the year of 1893 state whether or not you were about said Herndon's possessions and noticed and observed his property and effects?

Ans. I was about the time afore said there very frequently. and noticed and observed a lot of 40 odd cattle, a good lot of hay. a wagon and team, an old Mowing Machine, a pile of some \$000 or 4000 feet of lumber, he had a right smart lot of goods and Merchandise, and if anything else, I do not remember it.

12th Ques. In your opinion what was said cattle worth on an average per head?

Ans. ^{fairly} I saw them frequently, and fairly believe them to have been worth \$10.00 per head.

13th Ques. State what you may know about the Mowing Machine spoken of.

Ans. It was an old machine.

3

CROSS EXAMINATION. *by Counsel for J. P. & Herndon*

Ques I Do you know what W.C. Herndon did with the cattle you speak of seeing about his premises?

Ans. I don't know what he done with them.

2nd Ques. Do you know what was done with the hay of which you speak?

Ans. I do not know who got said hay, I saw some of it being fed out to the cattle.

And further this deponent saith not.

*Witness claim
1 day attendance 50¢*

J. M. Parsons

James R. Laningham an other witness after being duly sworn deposes as follows:

Ques I. Are you acquainted with Wm C. Herndon and David P. Parsons, and if so how long have you known them?

Ans. I am acquainted with each of them. I have known Mr Parsons some 8 or 10 years and Mr Herndon 6 or 7 years. During this time I have lived in a mile or two of said Parsons and in the last three years of my acquaintance with said Herndon I have lived in two miles of him. He was a merchant and I did considerable trading with him and seen him a great deal.

2nd Ques.--If you know state where said where said Herndon lived the 14th, day of March 1893 up to the time he left the country.

Ans. He lived on the land where David P. Parsons now lives. And David P. Parsons moved on the land where he now lives after W.C. Herndon left the country.

3d Ques. State if you know the effects and property the said W.C. Herndon had at the time he left this country, and what became of the same, and their values at that time.

Ans. He had some 40 odd head of cattle which were turned over or was in possession of his brother John P. Herndon, and at the time he left this country was worth \$900.00 (or \$10.00 per head. He also had a wagon and team consisting of a mare and mule perhaps I do not know so much about the mule, but consider the mare worth \$65.00 or \$70.00. About the wagon I do not know so well, but if it be the one that was on the place so long, it was worth \$20.00 to \$25.00. He also had two Mowing Machines there, but I do not know whether they were his, one old one and one new one that had been perhaps a year or two. The new one was worth perhaps \$25.00 or \$30.00. The old one practically worth nothing. He also had a lot of lumber from 3000 to 5000 feet and I do not know its quality. It was worth from \$8.00 to \$10.00 depending upon quality, whether it was a high or low grade. He also had at that time a lot of hay worth some \$75.00 more or less. He also had a fair stock of goods in his Store-house but of the value I do not know.

Ques 4th What is your age and occupation?

Ans. I am 33 years old and a farmer.

Ques 5th, State if it is not a fact that on the 14th day of March 1893, when said Herndon left this country ^{said Parsons} was not a poor man.

claim Ans. He owns a tract of Mountain land worth some \$10.00 per acre. He also owned a wagon and team worth some \$150.00. During ^{along} this time he worked away from home for wages, driving for John Pennington.

Crossexamined by council John P. and Larken Herndon.

1st Ques. How old was the mare you have mentioned as being owned by W.C. Herndon about the time he left?

Ans. I know her age to have been perhaps 7 or 8 years.

Ques 2nd. In the lot of cattle of which you speak, was there not a good many scrub calves?

Ans. There ~~were~~ was some small cattle

3d Ques. How much lumber was on hands on the 10th day of Nov. 1893?

Ans. I do not know how much lumber was there when he left.

4th, Ques. Suppose the lumber then on hands at the time he left was all culls, what would it have been worth?

Ans. I suppose \$5.00 or \$6.00 per 1000.

And further this deponent saith not.

...J. R. Lanning...

Witness claim
1 day attendance of

A.J. Bailey another witness deposes as follows:

Ques 1. Give your name, age, residence and occupation.

Ans. I am 69 years old and live near Slomp P.O. in this county and live within one or one and a half from the said W.C. Herndon and am a farmer.

Ques 2. Do you know about the time said W.C. Herndon left this country, and if so, were you acquainted with the cattle he then had on hands and what do you consider them worth per head on an average?

Ans. I do know about the time said Herndon left this country, and I also knew the cattle he then had on hand. I frequently saw them in passing. I consider them fairly worth \$10.00 on an average.

Ques 3. Were you acquainted with the mare which the said W.C. Herndon owned at the time said Herndon had when he left this country and turned over to John P. Herndon, and if so what do you considered her fairly worth.

Ans. I know the mare and deemed her worth \$40.00 or \$45.00 fair cash value.

Ques 4. Tell what you may know about the lumber which was in Herndon's possession.

Ans. I had noticed some 3000 or 4000 feet of lumber, but I do not know anything about its grade, so I can not say as to its value.

And further this deponent saith not.

...A. J. Bailey...

Witness claim
1 day attendance of

T.P.Smith another witness deposes as follows:

Ques 1st. Givev you name, age, residence and occupation.

nAns. My name is Tobias P.Smith, I am 38 years old, a farmer, and reside in One and one half miles of where said Herndon lived.

Ques 2. Do you know when said W.C.Herndon left this country, and were you acquainted with the ~~XXXXX~~ catt le spoken of by the other witnesses as belonging to said W.C.Herndon.

Ans. I can not tell the exact day he left the country, but believe it to be about the 1st day of Nov. 1893. I was also aquainted with the cattle he then had on hands, and consider them worth on an average fair cash value \$10.00 to \$12.00 per head. There were some good ones and some very sorry ones in the lot.

Ques 3. Did you know the mare which the said Herndon let his brother John have about the time he left, if so what did you think her to be fairly worth?

Ans. I did know said mare and believe her to thave been worth \$60.00 to \$65.00.

Ques 4 State if W.C.Herndon after the 14th day of Mark 1893 and up to the time he left, did not use, occupy, and possess the land which he and his wife on the 14th day of Mark 1893 conveyed to David P.Parsons/

Ans. He lived on said land until he left this country. On this land about the 1st of October 1893, said W.C.Herndon Built a good barn worth some \$75.00 to \$100.00. Also about tha latter ~~part~~ part of Sept or the first part of Oct 1893 said W.C.Herndon did some clearing on the same. He vt the bushes and shrubbed off some 15 or 20 acres. David P.Parsons did not take possession of said land untill after the said W.C.Herndon was said to have left the country.

And further this deponent saith not.

Witness Claim
1 day attendance *T.P.Smith*

M.R.Kirk, another witness of lawful age, being first duly sworn, deposes as follows:

Ques.1.-Give your name, age, place of residence and occupation

ANS.-I am 27 years of age, live in the Pocket country, and am Deputy Sheriff of this county, and my name is Marion R.Kirk.

Ques.2.-Did you ever notice the cattle which William C. Herndon turned over to his brother, John P.Herndon, when he left this country? If so when?, and what did you consider then to be worth per head on an average?

Ans.-I saw the cattle at two or three different times, both before and after Christmas 1893. I shoud think they ought to be wourth from \$9.00 to \$10.00 per head.

Ques.-3. State whether or not you ever noticed any mowing machine, if so what were their values?

Ans.-There were two mowing machines there. John P.Herndon c claimed one, and said the other belonged to Craig. The one John P.C claimed was worth about \$30.00. The other one I tried to sell under an execut on, but could not ge t a bidder.

Cross Exanination by Counsel for John P. & Larkin Herndon.

1st question for said defendants.-Do you know ~~xxx~~ how many years the mowing claimed by John P.Herndon had been used?

Ans.- Not more than what I was told.I don't know , it looked like a new one, and I was told it was bought by Craig last fall,I don't know whether it was used before the said Craig bought it. I helped to load it on Craig's wagonsand did not think it had been

used before,

And further this deponent sayeth not.

Witness claim
1 day attendance of M. R. Kirk

The further taking of these depositions is adjourned untill Friday
the 11, day of May 1894. and at the same place,
Alfred C. Cyprian
Notary Public.

Pursuant to the above order.
the further taking of these depositions
is resumed on May 11th 1894. at
E. W. Pennington's law office in the town
of Penningtonville. In the said place being
the same place mentioned in the Caption
of these depositions. Given under my
hand this May 11-1894.

Alfred C. Cyprian Not Public

Virginia.

County of Lee, to wit:

Alfred C. Cyprian, a notary public for the
county of Lee in the said State, do hereby certify
that the foregoing depositions of M. R. Kirk,
J. P. Smith, James R. Livingston, A. J. Bailey and
A. M. Parsons, were duly taken, sworn to &
subscribed before me, at the times and places,
and for the purposes in the caption ~~that~~ hereto
mentioned.

Given under my hand this 11th day of May, 1894

Alfred C. Cyprian
Notary Public

Cowan McCung Ha
et al.

vs. $\frac{3}{4}$ Dispositions

W.C. Herndon et al

Filed May 9th

Received by mail in good
condition and filed May 16th
1894

A.B. Munsey Clerk

Notary Fee \$3 75
5 hrs @ 75.

Cowan, McChesney & Co

H. C. Herndon & Co

vs.

In Chancery.

The depositions of *T. E. Oldham*

taken before me, C. B. Tompkins, a
notary public in and for the county of Knox, and State of Tennessee
persuant to notice hereto annexed at the office of Henry. Fenton
127¹/₂, Gay street, in the city of Knoxville, in the said county and
state on the *2nd* day of February, 1894, between the hours
of 7 A. M. and 8 P. M. of that day, to be read as evidence in be-
half of Cowan, *McChesney* & Co. in a certain suit in equity depending
in the Circuit Court of Lee county, Virginia, wherein Wm. C.
Herndon, John. P. Herndon, Larken. Herndon, Wm. Woodward and David
P. Parsons are defendants, and said Cowan, Magill & Co are
plaintiff.

Present.

E. W. Pennington

for defts'

for plaintiff

The witness, T.E. Oldham, after being duly sworn, depos-
es as follows, to wit:-

- Q.1 Please give your name, age, residence and occupation ?.
- A.1 My name is T.E. Oldham, residence North Knoxville, age 63
- Q.2. State if W.C. Herndon is indebted to said plaintiffs in
any sum of money, if so for what, the amount thereof and when
it did or will become due?
- A.3. He is indebted to the sum of \$455.41 for wares, goods
and merchandise sold to said, W.C. Herndon on Oct. 28, 1893, to
the sum of \$455.41 as per four itemized statements herewith
filed as exhibits to this deposition. On Nov. 8, 1893 the sum of
\$9.50 became due as shown by per inventoried statement herewith
filed. \$12 of same of said dollars became due and payable Nov.
8, 1893 and \$185.08 of said sum of \$455.41 will become due and

payable Feb.28,'94 and \$146.87 of said sum of \$455.41 became due Dec.28,1893.

Q.3. At the time said goods were purchased by said Herndon did he or not make any representations of his assets and liabilities if so what were they ?

A.3. On said Herndon's own statement made in person and upon the representations of J.F.Witt of Zions Mills, Lee Co.,Va., on July 11,'1893 said Herndon claimed to be the owner of a large boundary of mountain land in Lee Co. Va. and which we believed him to own at the time said goods were shipped.

Q.4. State whether or not you or the plaintiffs in this suit, had any knowledge of the existence of the deed dated March 14th 1893 and mentioned in plaintiffs bill, at the time or at any other time prior thereto, that said Herndon made said several purchases ?

A.4. Said Plaintiff had received no notice of the existence of the deed at the time the goods were sold and delivered and had they have known of the existence of such deed they would not have sold him on credit.

Q.5. What is your connection with the plaintiffs in this suit?

A.5. I am the credit man for the firm of Cowan, McClung & Co. and have been for many years; and further this deponent sayeth nothing.

J E. O'Leary

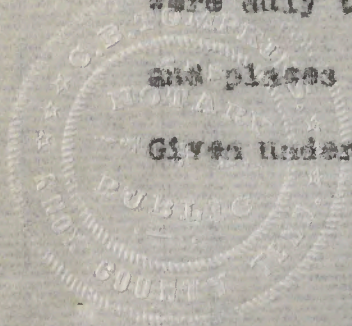
Tennessee.

County of Knox. to wit

I C. B. Tompkins a notary public for the county of
Knox in the said state do hereby certify that the fore-going
depositions of *J. E. Aldham*

were duly taken, sworn to, and subscribed before me at the time
and places and for the purpose therein mentioned.

Given under my hand and seal this *2nd* day of February 1904



C. B. Tompkins
Notary Public

Cowan M^cClung & Co

vs.

H. C. - Skendon et al.

To H. C. Skendon, Farkins & John D Skendon, H^{ons}
Hatchward, David I Parsons, John C. Stephens:-
Take Notice that on the 2nd day of Feb-
1894 at the office of Henry Fenton in the
city of Knoxville, Tenn., I shall proceed
to take the deposition of John Cowan and
others to be read in evidence in the behalf
of Cowan M^cClung & Co in a certain suit
in Chancery now pending in the circuit
court of Lee County Va. wherein Cowan
M^cClung & Co are plaintiffs and H. C. Skendon
et al. are depts. And if from any cause the taking
of said depositions is not begun on that
day or being begun not completed the same
will be continued from day to day or from
time and if desired from place to place un-
till the same is completed. You may attend
and cross-examine if you wish.

This January 24, 1894.

Very Respectfully

Cowan M^cClung & Co

for G. A. Harvey, Counsel.

Cowan M. Clung & Co. Com

vs. Notice to Sh. Defendants

H. C. Henderson et al. Deft.

Executed on the 26th
day of January, 1894 by de-
livering true copies of the
perpetual notice to John P. Henderson,
Mrs. Henderson & David P.
Parsons in person this
Jan. 27th 1894.

W. M. Pennington

Virginia

Lin. County, to wit:

J. E. H. Pennington a notary public in and
for the County & State aforesaid, do certify
that J. E. H. Pennington whose name is
signed to the above return made oath
before me in said County aforesaid & the
truth of said return. This Jan. 27th 1894

J. E. H. Pennington

NO GOODS TAKEN BACK AFTER 10 DAYS, AND THEN ONLY FOR SOME IMPERFECTION.

SALESMAN

W. C. Herndon

FILLED BY

BOUGHT BY

SHIPPED VIA

Self

Knoxville, Tenn. Oct 28 1893
M. W. C. Herndon
Cynthia



IN CHECKING OFF THIS BILL, OPEN AND EXAMINE EVERY PAPER, BOX AND PACKAGE, AS WE FREQUENTLY PACK SEVERAL ARTICLES IN ONE BOX OR PACKAGE.

NET GOODS: (2% for Cash in 10 Days.
(1% for Cash in 30 Days.

1 oil cloth			175
2 3/4 Dam	104 ³	5	521
1 Brookside "	204 ¹	5 ²	1174
1 Plea "	62	6 ²	402
1 " "	51	7 ²	382
1 " "	54 ¹	8 ³	475
1 Ling "	102 ³	4	411
4 Plaid	249 ²	3 ²	872
12 " "	106 ²	6	639
2 Gingham	94 ¹	6	566
1 " "	46	10	460
1 Aust. Flannel	61 ³	8 ²	525
1 Drill	41	6	246
6 Print	60	5 ²	330
2 "	145 ²	4	655
2 " Ind	144 ³	5	724
12 " "	104 ²	5 ²	575
2 " "	118	6	708
12 " "	107 ¹	4 ³	509
1 Beige	56 ³	10	568
1 Dress Goods	53 ²	11 ²	638
1 " "	57 ³	22 ²	1282
1 " "	50 ³	9	457
1 " "	54 ²	10 ²	572
2 Cambric	108 ²	4	488
1 Hickory	62	7 ²	465

Charges

60 148.84

Shipped via

189

M

SPECIAL ATTENTION GIVEN TO FILLING ALL ORDERS.

TRUNK OR CASE NO.	STYLE NO.	PAIRS OR DOZ.	PLEASE ORDER BOOTS AND SHOES BY STYLE NUMBERS	SIZE	PRICE	AMOUNT
Duplicate	1502		Old. Placed	6/11	1	15
	1501		ac of Nero		1	15
	1501		Gr Brown		1	15
	611		Of Boots	7/8	230	15
	611		" "	6/8	2	15
	1504		Of Boots		150	18
	1501		" Cany		150	18
	1501		ac of Boots		1	15
	411		Arctic	6/8	115	450
611		La Rubbers	3/6	35	210	
						117.60

Int Jan Jan 18, 1894

NO GOODS TAKEN BACK AFTER 10 DAYS AND THEN ONLY FOR SOME IMPERFECTION.

SALESMAN

FILLED BY

BOUGHT BY

SHIPPED VIA

Memphis Tenn. Oct 28 1883
M. W. E. Herndon
Cynthia



DRY GOODS,
 NOTIONS, BOOTS &
 SHOES.

IN CHECKING OFF THIS BILL OPEN AND EXAMINE EVERY
 PAPER, BOX AND PACKAGE, AS WE FREQUENTLY PACK SEVERAL
 ARTICLES IN ONE BOX OR PACKAGE.

REGULAR GOODS: 6% for Cash in 10 Days.
 5% for Cash in 30 Days.

<i>Duplicate</i>	<i>1/2 doz Shawls</i>	<i>3</i>	<i>1 50</i>	
	<i>1 " "</i>		<i>60</i>	
	<i>1 " "</i>	<i>1</i>	<i>✓</i>	
	<i>5 " "</i>	<i>60</i>	<i>3</i>	
	<i>2 " "</i>	<i>75</i>	<i>1 50</i>	
	<i>1 Do Jeans</i>	<i>18 125</i>	<i>7 20</i>	
	<i>1 " " Hard to B</i>	<i>47 25</i>	<i>11 75</i>	
	<i>30 1 " "</i>	<i>54 19</i>	<i>10 36</i>	
	<i>1 " Cassimer</i>	<i>38 35</i>	<i>13 30</i>	
	<i>1 " Corduroy</i>	<i>18 40</i>	<i>7 20</i>	
	<i>1 " Bl Flannel</i>	<i>35 20</i>	<i>7</i>	
	<i>1 " Red "</i>	<i>64 21</i>	<i>13 49</i>	
	<i>200 Linsey</i>	<i>95 15</i>	<i>14 25</i>	
	<i>1 doz Over Shirts Ea 3.50 4.50 9.00</i>		<i>17</i>	
	<i>1 doz Under " 1 1.50 4.50 5.00</i>		<i>7</i>	
	<i>1 doz Drawers</i>	<i>4 50</i>	<i>2 25</i>	
	<i>1 " Suspender Ea 75 1.25 2.50</i>		<i>7 95</i>	
	<i>1/3 doz G. Glazos</i>	<i>6</i>	<i>2</i>	
	<i>1/6 " " "</i>	<i>12</i>	<i>2</i>	
	<i>1/2 doz Scarfs</i>	<i>4</i>	<i>2</i>	
	<i>1 " 1/2 doz Hose</i>		<i>2</i>	
	<i>1 " Lat "</i>		<i>1 25</i>	
	<i>1 " 2 doz Cambr Ea 25 35 60</i>		<i>1 20</i>	
	<i>1 " Dkt "</i>		<i>40</i>	
	<i>2 doz Pink</i>	<i>40</i>	<i>80</i>	
	<i>6 mixed</i>	<i>60</i>	<i>3 60</i>	
	<i>1 Cab 25 doz Thread</i>	<i>45</i>	<i>11 25</i>	
	<i>Brown 1 Do Hard to B jeans</i>	<i>46 25</i>	<i>11 62</i>	
				<i>167 47</i>
				<i>12 00</i>
				<i>148 84</i>
				<i>328 31</i>
				<i>114 60</i>
				<i>443 91</i>
				<i>448 50</i>
				<i>435 41</i>

Lowan McElung & Co

Depositions

W. C. Herndon et al

Received Feby 4th by mail
in good condition and filed

February the 5th 1894

A. B. Munsey Clerk

NO GOODS TAKEN BACK AFTER 10 DAYS AND THEN ONLY FOR SOME IMPERFECTION.

Burden, Nashville.

SALESMAN

FILLED BY

BOUGHT BY

SHIPPED VIA

Knorrville, Tenn Dec 7 1883

M. W. C. Herndon

Cynthia

BOUGHT
OF

COWAN, MCCLUNG & CO.

DRY GOODS,
NOTIONS, BOOTS &
SHOES.

IN CHECKING OFF THIS BILL, OPEN AND EXAMINE EVERY
PAPER, BOX AND PACKAGE, AS WE FREQUENTLY PACK SEVERAL
ARTICLES IN ONE BOX OR PACKAGE.

NET GOODS:

1% for Cash in 10 Days
1% for Cash in 30 Days.

no discount

Comfort 12 Pr Boys Boots duplicate 375

NET CASH BILL.

Payable within 10 days with-
out discount. Interest will be
charged after 10 days.

1	12	-	1200
---	----	---	------

NO GOODS TAKEN BACK AFTER 10 DAYS, AND THEN ONLY FOR SOME IMPERFECTION.

Bills for Nashville.

SALESMAN

FILLED BY

BOUGHT BY

SHIPPED VIA

Knoxville, Tenn. Nov 8 1893

W. C. Herndon

Cynthia

BOUGHT OF
COWAN, McCLEUNG & CO.

DRY GOODS,
NOTIONS, BOOTS &
SHOES.

IN CHECKING OFF THIS BILL, OPEN AND EXAMINE EVERY
PAPER, BOX AND PACKAGE, AS WE FREQUENTLY PACK SEVERAL
ARTICLES IN ONE BOX OR PACKAGE.

NET GOODS:

2% for Cash in 10 Days

1% for Cash in 30 Days

1 Leather Coat Bt out

9 50

Sent in Truck from Knoxville Truck Co to
Remingtons Gap Va.

The deposition of P.B.Cecil and others, taken before me, John B. West, a Notary Public for the County of Lee, pursuant to notice hereto annexed, at the Office of Duncan & Hyatt, in Jonesville, Va., on the 30th day of May 1894, to be read as evidence in behalf of John P. Herndon and Larkin Herndon in a certain suits in equity now pending in the circuit Court of said County of Lee, wherein John P. and Larkin Herndon and others are defendants and Cowan, McClung & Co., Powers, Little & Co., Berry, Gilliam & Co., Cullen & Newman, Ballard & Ballard Co., Cowan Magill & Co., M. Milhiser & Co., Knoxville Provision Co., Butt Young & Co., W.W. Woodruff & Co., Crandall Harris Tobacco Works, Allen Stephenson & Co., George McMillen & Co., Sandford, Chamberlain & Albers, and L.C. Younger are plaintiffs.

Present.- L.T. Hyatt, Atty for John P. and Larkin Herndon.

E.W.R. Ewing, Atty. for plaintiffs, Berry, Gilliam

P.B. Cecil, being duly sworn deposes as follows:

First question for defendants. Please state your name, age occupation and place of residence.

Answer.- P.B. Cecil, age 38, Carpenter, Zion's Mill, Lee County, Virginia.

Second question for same.-- Please state whether or not you were ever engaged in the mercantile business, if so how long ~~are~~ were you so engaged?

Answer.--I was engaged as a salesman for merchants for 8 years.

Third question for same.--Please state whether or not John P. Herndon ever called upon you to invoice some goods for him. If so when.

Answer.--He did. It was on December the 19th 1893 that we made the invoice.

Fourth question for same.--I give you an exhibit marked "Goods" and ask you to file the same with your deposition.

Answer.-- I file the same.

Fifth question for same.--Please examine said exhibit "goods" and state whether or not it is a true invoice of the goods in

N 1

Dec 19-1893

111
Pm

Invoice of W.C. Herndon Stock of Goods
By H. Barton & P.B. Cecil

3	Ladies Hat		175-	5 25-
3	"	"	125-	3 75-
2	"	"	40	80
3	Mens	"	25-	75-
3	Bags	"	16 ² / ₃	50
5	Mens	"	25-	1 25-
5	"	"	25-	1 25-
5	"	"	70	5 60
4	"	"	16 ² / ₃	66
3	Wife	"	25-	75-
3	Ladies	"	110	3 30
1	"	"	80	80
2	"	"	75-	1 50
1	"	"		1 00
1	"	"		75-
1	"	"		75-
1	"	"		75-
1	"	"		80
2	Mens	"	75-	1 50
2	Ladies	"	42 ¹ / ₂	2 5-
3	"	"	100	3 00
3	"	"	60	1 80
3	Mens	"	25-	75-
2	"	"	13 ¹ / ₂	2 75-
				<hr/> 40 26

No 2

Amount over				40 20
8	Mens Hats	"	100	8 00
14	"	"	75-	3 00
11	"	"	100	11 00
6	"	"	75-	4 50
11	"	"	100	11 40
1	"	"	100	1 00
5-	Boys	"	25-	1 25-
6	Mens	"	25-	1 50
3	Boys	"	25-	75-
6	MENS	"	100	6 00
5-	"	"	50	2 50
1	"	"	75-	75-
6	"	"	75-	4 50
2	"	"	100	2 00
5-	"	"	60	3 00
2	"	"	75-	1 50
3	"	"	100	3 00
3	"	"	100	3 00
16-	"	"	60	6 00
6	"	"	60	3 60
6	Caps	"	100	6 00
6	"	"	114	2 64
5-	"	"	100	5 00
3	"	"	100	3 00
				<u>128 75-</u>

No 3

Amount over				128 75-
1	Race James	3 yds	12 1/2	3 87
1	"	"	"	41
1	"	"	"	112
1	"	"	"	75-
1	"	Cashmere	"	9 90
1	"	James	"	5 60
1	"	"	"	3 00
1	"	"	"	1 33
1	"	oil cloth	"	2 17
1	"	Canton flannel	"	4 03
1	"	Bleached Do	"	2 86
1	"	"	"	2 19
1	"	"	"	1 13
1	"	"	"	2 59
1	"	quilt lining	"	5 32
1	"	Cashmere	"	60
1	"	"	"	6 90
1	"	"	"	5 37
1	"	"	"	5 00
1	"	flannel	"	3 90
1	"	"	"	2 25-
5-	"	Delane cotton	"	10 80
1	"	Camekick	"	1 65-
1	"	Gingham	"	1 75-
1	"	"	"	93
1	"	Delane cotton	"	1 51
1	"	Ginghams	"	75-
				<u>210 03</u>

104

	Amount over		210 03
1	Rae Bingham		1 89
1	" "		75
1	" Linsey		4 20
1	" "		3 00
1	" "		58
1	" Cotton Check		37
1	" Linsey		3 64
1	" Cotton Plaid		1 57
1	" " "		1 05
"	" Shirting		3 60
1	" Ticker		2 00
1	" Drilling		1 20
1	" Cotton		1 40
85 5	yds Prints		42 90
2	" P.K		1 60
15	Ladies hats		9 00
30	ft +	20	9 00
3	collar Pads	25	75
2	cloth collars	25	50
1	P Bed Tick		5 20
1	Lat clothng		170 00
1	" Shirts		5 00
1	" Sundries		4 00
1	Piece quilt lining		2 08
3	" Sheeting		9 18
1	" "		2 94
			503 08

N 5-

	Amount over	5	0	3	08
22	Recess Prints		5	5	88
1	" Flannel		5	21	
1	" Linsey		7	25	
1	" "		7	20	
1	" Flannel		3	50	
1	" Jeans		10	35	
1	" "		7	20	
1	" "		6	05	
4	" Cotton Plaid		11	16	
1	" Travelling		2	00	
1	" Cotton ad		9	30	
1	" Carderoy		7	20	
2	Do Shirts		6	00	
1	Show case and contents		25	00	
14	Pr Ships		2	10	
2	Towells			16	
5	" "			31	
1	Job Lot Hasonry		3	00	
1	Gloves			50	
1	" "			100	
4	Carrets			80	
10	Pr Suspenders		2	50	
1	Do "		2	40	
1	" "		2	64	
1	" "		1	32	
5	Pr "		5	00	
				<hr/>	
				0	78 51

No 6

	Amount over	6	78	50
2	Shirts		1	00
6	"		3	30
1	Do Suspenders		1	50
18	Do childrens Socks			90
1	Do Suspenders		1	50
10	Do		1	25
5	" Gloves		2	50
3	Wallaces damaged		1	00
6	Shawells	425-	1	25
2	"		1	50
5	"		3	00
9	Bed Spreads		3	00
8	Clocks		4	50
1	Best Candy		12	35
3	Do Esse		1	80
1	Lat Stock Powders		2	33
1	Do Cardel			60
3	Cakes Soap			15
	Pills		1	45
14	Bottles quinine		1	17
10	" Oil			70
10	" Cardinal			50
11	Relief		1	37
9	Bot Bartmans drops			45
2	Do Paragoric			60
2	" B Drops			60
1	" Sweet oil			60
			720	97

No 7

	Aman over	730	97
3	Bottles morphine	1	32
3	" Hair Dye		87
	Laudinum +		48
7	Bot Vermifuge		87
8	" Calomel		20
7	Bored Warm Candy		70
7	Sewing Machine Oil		35-
1	Do Rough an Bats		75-
8	" Triclor Iron		90
2	Lamps		25-
1	Lat Lot Betts		100
2½	Do Box Burn		75-
5	Locks		125-
2	Do Window Hinges		200
12	Set Spoons		100
1	" "		60
4	Reg oil Halls		20
	Jack		10
1	Do Halls		60
2	Set Table Knives		120
2	" " "		50
2	" " "		60
2	" " "		60
4	Files		25-
8	Knives		80
1	"		37
		748	93

No 8

814 68

	Amant over	7 48 93
9	Pockett knives	1 35-
3	" "	1 0
5-	" "	5 0
5-	" "	1 00
1	1/2 caper Ribets	25-
8	Boxer cartudges	3 60
19	Lamp shades	48
1	Bango	1 00
1	"	2 50
1	Violin	1 50
1	Acardian	1 05-
1	"	1 00
1	"	1 50
1	"	1 75-
1	"	5 0
1	"	1 00
4	Bunches cotton	3 00
0	Do Eniger	6 00
5-	" Iron tonic	16 05-
6	" Eniger	6 00
12	" Essel	6 00
1	Do oil cinnamon	75-
	Clackers	1 00
	Smoking tobacco	2 40
12	Do Half Solid	1 20
12	Do Essence	3 60
		814 68

No 9

	Amount over	8	14	68
5	lbs Sulphur			13
1/2	lb Glycerine			20
1	Bat Niter			75
	capfuras			12
1	Battle Pills			50
1	Bunch Tacks			80
1	Do King Pain			100
1	gallon castor oil & can			1 45
	" Turpentine			50
1	Lat Sanctus			60 00
2	BBB cicles			15 50
1	Kig Soda			5 00
700	lbs coffee	1	54	00
1	Do Barons			2 00
1	BBB Sugar			18 00
552	lbs Bacon			55 89
10 1/2	bbf flower			53 13
10	" "			40 20
2	Sides Leather			5 88
2	" "			4 72
1	Saddel			7 00
1	" "			8 00
1	" "			5 50
1	" "			6 00
2	Pis Bridel Rainz			40
1	Box Soda			1 80
		12	63	51

No 10

	Amant aru	12	63	51
1	Box Raisins		1	70
2	Boxes Tobacco		5	76
2	" "		11	25
2	" "		14	40
1	Jah Sandries		10	00
1	Stove		6	00
50	lbs ex Shoes		3	13
8	Lanterns		3	00
2	"		5	0
25	Tin Buckells		3	13
25	Pt cups		6	3
5	Birth		4	1
5	Looking Glasses		1	75
3	" "		1	35
2	" "		1	10
20	Gallons Syrup		5	00
3	Pitch forks		7	5
1	Do Oil canes		3	60
250	lbs Bacon		25	31
4	Sides Leather		16	72
	Salt		5	0
	Matras		4	00
2	Snathes		5	0
8	Stoves		18	00
1	"		10	50
3	Kettles		1	32
			14	13 88

No 11

	Amont aru	14	13	88
3	Brass Kettles		2	97
6	Coal Stods		1	50
1	Oil tank		4	75
3	Coffee Mills		1	20
12	Pis Mens Shoes		9	00
15	" " "		11	25
9	" " "		9	00
6	" " "		6	00
11	" " "		15	40
12	" " "		12	00
18	childs " "		4	50
30	Ladies " "		22	50
15	" " "		12	75
18	" " "		12	60
11	" " "		9	35
6	Boys " "		3	60
7	childs " "		1	40
2	" " "		1	00
17	" " "		8	50
4	Ladies Rubber		1	00
2	arctic " "		1	30
5	Ladies Shoes		3	75
29	" " "		18	85
7	Mens " "		8	05
10	" " "		10	00
10	" " "		10	00
			10	10 10

	Amount over	76	10	10
16	Prs Mens Boots	12	00	
41	" Ladies Shoes	32	80	
27	" " "	21	00	
6	" Mens "	5	40	
10	" " "	12	25	
6	" Boots	15	00	
2	" " "	5	00	
50	Pr Childes "	20	00	
60	" " "	21	00	
50	" Misses "	25	00	
12	" Mens Boots	30	00	
12	" " Shoes	13	20	
12	" " "	12	00	
12	" " "	12	00	
47	" Ladies Shoes	32	90	
9	" Mens Boots	13	50	
10	" Boys "	10	00	
10	" Mens	15	00	
41	" Misses "	26	65	
20	" " " Job	10	00	
12	" Mens Shoes	12	00	
9	" " Boots	22	50	
17	" " "	17	00	
7	" " "	7	00	
31	" Misses Shoes	12	00	
11	" Men Boots Job	11	00	
		20	42	90

No 14

	Amount	over	260500
3	Suits	Satching	1200
4	"	"	500
3	"	"	2400
2	"	"	1200
2	"	"	1000
3	"	"	1200
4	"	"	2000

Total Invoice Good By H Barton + P B Reed 27 0000

No 16

No 13

Amount over		20	42	90
10	Pis Mens Boots Jak Lat	10	00	
25	" Boys Shoes	15	00	
12	" " Boots	12	00	
36	" Bay Shoes	45	00	
18	" Chitels "	4	50	
17	" Ladies "	8	50	
1	Bill James Pants	39	75	
1	" Clothing	30	6	90
1	Do Shirts	6	00	
1	" "	9	00	
1	" "	6	00	
1/2	Do Umbrellas	3	00	
1	Grate complete	1	75	
1	Do Mens Hats	12	00	
1/2	" " "	4	50	
2	Hats	3	00	
6	"	3	00	
1	Ladies Hat	1	00	
6	Pis Gloves	6	00	
2	Suits Clothing	6	00	
3	" "	12	00	
4	" "	16	00	
3	" "	9	00	
1	" "	5	00	
2	" "	10	00	
4	Boy "	6	00	
Over		20	95	00

Invoice of The
W. C. Herndon
Goods \$27 00⁰⁰
Due 19-93

"Goods"

May 30th/94. Filed
before me with Depo-
sition of P. B. Cecil
John B. West, N.P.

No 15-

2
the ~~storehouse~~ Store house of the said John P. Herndon at the time said invoice was made?

Answer.—This seems to be the invoice which Mr. H. Barton and myself made, at least the total amount of said invoice is the same. This is the same paper which we made. That is the inventory of all the goods that was shown us by John P. Herndon. We looked through the buildings ourselves and found no other goods except those invoiced in this exhibit. There were a good many new goods which had not been handled: these we invoiced or valued by the bills of the same, i.e. the bills of the wholesale merchants who had sold the goods. The rest of the goods we valued at their cost price, except some which were damaged and these ^{we} fixed at what we considered a fair cash value. Some of the goods were ~~xxx~~ badly damaged, of little or no value.

And further this deponent saith not.

Witness' Claim 50 cts.

P.B. Cecil

The depositions of P.B. Cecil is excepted to by all of the plaintiffs in said causes except Berry Gilliam & Co. and Cullen & Newman, because taken before they had an opportunity to cross examine said witness, the same having been taken before 9 o'clock in the morning.

Present:— E.W. Pennington, Atty. for all of the plaintiffs except those for which E.W. Ewing appears.

M.C. Parsons, another witness, being duly sworn deposes as follows:

First Ques. for defendants.—Please state your age, name, occupation and place of residence.

Answer.—I am 56 years of age, name M.C. Parsons, farmer and cattle man, and reside in Hockory Flats, Lee County, Virginia.

Second question for same.—Please State whether or not you were ever called upon by John P. Herndon to invoice or appraise some cattle &c. for him?

Answer.— I was.

Third question for same.—I give you an exhibit marked "Invoice"

voice" which I ask you to file with your deposition.

Answer.--I file the same with my deposition.

Fourth question for same.--Please state how much of the ~~pr~~ property mentioned on said exhibit you valued.

Answer.--All except the 27 calves, the lumber, the mule and 2 cows.

Fifth question for same.--With the above exceptions, please state whether or not you valued the property mentioned on said exhibit at what you considered a fair cash value?

Answer.--I did for my use. I don't handle scrub cattle like those were.

Cross-examination.

First question for plaintiffs.--Did you not offer John P. Herndon the amount at which you valued said cattle, and did he not decline to take it on the day on which they were valued?

Answer.- I did offer him the price at which they were valued and he did decline to take it, on that day.

Second question for same.-- State whether or not you did not contend at the time said cattle were valued, that they were worth something more than the price which you and Mr. Hobbs valued them ?

Answer.-I did think they were ^{worth} something more to a man who wanted to handle them. I thought those that were valued at \$10.20 were worth \$11.00 per head.

Third question for same.-- Please state whether or not you ever had any conversation with W.C. Herndon after the institution of these suits, in which conversation he admitted owing debts to said plaintiffs?

Answer.--He admitted owing part, but said he did not owe it all.

Re-examination by defendants John P. and Larkin Herndon.

First Ques.-- In answer to question one of your ^{cross} examination you state that you offered John P. Herndon the price at which you had valued the cattle, and he refused to take it. Now please

Dec. 19-1893

Invoice of cattle Hay and
By M. L. Parsons & J. E. Hake

✓ 27	Scrub calves	5 ⁰⁰	135 00
✓ 17	Cattle	10 ²⁰	173 40
✓	Hay		52 00
✓ 1	Mowing Machine		10 00
✓ 1	Wagon		11 00
✓ 1	Old man		30 00
✓ 2	Oxen		50 00
✓ 1	Lot-cull Lumber		10 00
50	Bar corn	Total	\$471 40

Made sold to Emmett Parsons before
invoice

75 00

2 cows sold before invoice 20⁰⁰

20 00

\$586.40

Invoice of the
Th. C. Herndon
Cattle Hay & \$47⁴⁰
Dec. 19-93

"Invoice"

May 30th/94. Filed
before me with the
Deposition of M. C.
Parsonage.
John B. West
A. P.

state and repeat as near as you can the conversation that occurred between you in regard to the cattle?

Answer.--He said he ought to have more except for the yoke of oxen. I think he said that if I would take the hay at the valuation he would let me have the cattle also at the valuation. He said he could not use the hay without the cattle.

And further this deponent does not say.

Witness Claim 50 cts. M. C. Parsons

J.E.Hobbs being duly sworn deposes as follows:

First question for the defendants John P. and Larkin Herndon. Please state your age, name, occupation and place of residence.

Answer.-- I am 58 years of age, name J.E.Hobbs, I am a farmer and grazer of cattle, and live in Yokum Station Lee County, Virginia.

Second question for same.-- Please state how long you have been dealing in cattle?

Answer.-- I have been dealing in cattle more or less since I was fourteen or fifteen years of age.

Third question for same.-- Please state whether or not you were called upon by John P. Herndon in December last to value some cattle and other property?

Answer.-- I was.

Fourth question for same.--Please examine this paper which has been filed with the deposition of M.C.Parsons, and state whether or not it is the valuation or appraisement you made for the said Herndon?

Answer.--This paper is the valuation we made except the mule and two cows.

Fifth question for same.--Please state whether or not said exhibit contains what you considered at the time the fair cash price of said property?

Answer.-- It does. I valued the property at just what I then thought was a fair cash price.

Cross examination by plaintiff.

First question for plaintiffs.-- State how many of said cattle you have purchased, if any, and what did you give per head?

Answer.--In February 1894 I purchased twelve of the top cattle of the 17, and paid \$13.33 1-3 per head for them.

Second question for same.--When you purchased said cattle, how much did said Herndon ask you for them?

Answer.--I think he asked me \$14.00 perhead.

Third question for same.--Soon after you purchased for said cattle how much were you offered for them?

Answer.--I have never had an offer for them, nor have I offered them for sale. I bought them to graze.

Fourth question for same.-- How much did said cattle average by weight? at the time you purchased them?

Answer.--I weighed them and they averaged 600 lbs.

Fifth question for same.-- Please state the kind of cattle, and their ages?

Answer.--They were rough steer cattle, about three years old in the spring of 1894.

Sixth question for same.-- Did you examine the lumber, if so, about how many feet were there of it?

Answer.--The lumber was ricked up. I looked at it as it stood in the rick. I can't say how much there was in it.

And further this witness does not say.

J. E. Hobbs

*Witness
J. E. Hobbs*

H. Barton, being duly sworn, deposes as follows:

First question for defendants.-- Please state your name, age, occupation and place of residence?

Answer.--H. Barton, age 31, merchant, Pennington Gap, Lee County, Virginia.

Second question for same.-- How long have you been engaged in the mercantile business?

Answer.-- Seventeen years.

Third question for same.--Have you heard the deposition of P. B. Cecil read, if so, please state whether or not you make the

same answers to the same questions?

Answer.--I have heard the said depositions read, and would make the same answers to the same questions, with this exception: There were some new goods for which we found no bills or invoice, these we appraised at what we considered them fairly worth.

Cross Examination.

First question for plaintiff.--At whose instance did you make said invoice or appraisement?

Answer.--John P. Herndon.

Second question for same.--Please state whether or not any of the parties engaged in making said invoice ^{of said goods} and valuation of said cattle &c. were drinking any on that occasion? if so who of them and to what extent?

Answer.--I think Parsons and Hobbs were drinking some, but not very much. They were not out of the way. I did not drink any myself while I was there. P.B. Cecil, I think, drank some Cinnamon or Peppermint, at night, I thought I could smell it and see its affects. If he drank anything while we were at work I do not know it or remember it.

And further this deponent saith not.

Witness' Claim 50 cts *H. Barton*

Virginia, Lee County, to-wit:--I, John B. West,
a Notary Public for said County, in the State
aforesaid, do certify that the foregoing depo-
sitions of P.B. Cecil, M. C. Parsons, J. E. Hobbs
and H. Barton were each taken, sworn to
at subscribed before me at the time, places
for the purpose mentioned in the Caption.
Given under my hand this 30th day of
May 1894. *John B. West, N. P.*

In the cases of Cowan McClung & Co. and the cases brought on to be heard therewith, vs. W.C. Herndon et als. the following facts, by the Attorneys of said plaintiffs with the Attorneys for the defendants, Larkin and John P. Herndon, are agreed; and shall be used in said causes as if they had been proven by witnesses:

First, that on the 1st day of February 1893, A.K. Debusk, W. L. Stout, D.L. Jessee, J.C. Noel and D.L. Jessee, and the estate of M.D. Richmond, deceased, with J.A.G. Hyatt as security therefor, owed said Larkin Herndon as much as the sum of \$2000.00 all together.

Second.- That said Larkin Herndon gave into the Commissioner of the Revenue of his District for taxation the sum of \$2000⁰⁰ in notes bonds, moneys and etc.

*This the 30th day of May 1894
E.W. Primmington atty. for
all said plaintiffs except Barry, Gillman
& Co. Cullen & Newman*

*Duncan & Hyatt Attys for
Larkin & John P. Herndon.
Jackson & Blankenship & C.W.R. Ewing
for Barry Gillman & Co. Cullen &
Newman.*

H. C. Herudow et als.

ads. $\frac{3}{3}$ Depositions.

Cowan McClure & Co.
and causes therein con-
solidated

Witnesses:

P. B. Cecil 50 cts

M. C. Parsons 50 "

J. E. Hobbs 66 "

H. B. Barton 50 "

Received from Notary
before whom taken
and filed May 30th 1894
A. B. Munsey clerk

N. P. Fee for 4 hours
services @ 75 cts = \$3.00

shall be used in said cases as if they had been proven by ac-
ticles, by the affidavits of said plaintiffs with the affidavits
on to be held respectively, vs. W. C. Herudow et als. The following
In the cases of Cowan McClure & Co. and the cases brought

To Cowan, McClung & Co., Powers, Little & Co., Berry, Gilliam
& Co., Cullen & Newman, Ballard & Ballard Co., Cowan, Magill & Co.,
M. Milhiser & Co., Knoxville Provision Co., Butt, Young &
Co., W.W. Woodruff & Co., Crandall Harris Tobacco Works, Allen,
Stephenson & Co., George, McMillen & Co., Sandford Chamberlain
& Albers, and L.C. Younger:

You are hereby notified, that on Wednesday, the 30th day
of May 1894, at the Office of Duncan & Hyatt, in Jonesville, Va.
we will proceed to take the depositions of J.E. Hobbs and others,
which, when taken, are to be read as evidence in our behalf, in
certain suits in equity, now depending in the Circuit court of
Lee County, Virginia, wherein you are plaintiffs and we and
others are defendants; and if from any cause the taking of the
said depositions be not commenced, or if commenced, be not com-
pleted on that day, the taking thereof will be adjourned from a
day to day at the same place, until the same shall be completed.

Larkin & John P. Herndon

By counsel.

Duncan & Hyatt
Counsel.

Larkin & John P. Henderson
Advs. Notice to take
depositions

Cowan, McBlain, Hoet
also

we accept service
of the within notice
for and on behalf of
this May 26, 1894.

Pringle & Co.

Legal Service
accepted for

Berry, Gilliam
Hew. & Cullen &

view man
this May 26,
1894

Jackson & Bank

Alpers, and H.C. Younger;
Stephenson & Co.; George, McMillen & Co.; Sanford Chamberlain
Co.; W.W. Woodruff & Co.; Candall Harris tobacco works, Allen,
Co.; M. Milliser & Co.; Knoxville Provision Co.; H.C. Young &
Co.; Gillen & Newman; Ballard & Ballard Co.; Cowan, MacCall &
to Cowan, McCune & Co.; Powers, Little & Co.; Kenna, Gilliam

The deposition of Loraine Herndon
taken pursuant to agreement at the
office of ~~R. L. Pummington~~ ^{R. L. Pummington} ~~Hyatt~~ in the Town of
Jonesville on the day of June 1894
to be read as evidence on behalf of
the Defendants in certain suits in
chancery now pending in the Cir-
cuit Court of Lee County Virginia
and brought on to be heard together
in which Cowan McClung and others
are complainants and W. C. Her-
ndon & others are defendants.

Present. R. L. Pummington for complainants
and L. T. Hyatt for Defs.

Loraine Herndon, a witness of law-
ful age being duly sworn deposes
and says,

1 question. It has been agreed by
counsel for you in this case that
for the year 1893. you were assessed
by the Comr. of Revenue for your Dist.
with \$2000⁰⁰ worth of bonds notes
&c. Please state whether you
showed said Comr. all the notes
bonds &c which you then owned,
if so how much did they amount
to at that time.

Ans.

I never exhibited any notes or
bonds, but simply told the Comr.

how much my property amounted to. I don't remember how much it amounted to, but think it was \$3000.00 or upwards of that. I don't think I told said Court. The aggregate amount of my notes and bonds at the time, I don't think I knew the exact amount of my bonds &c. at that time.

Ques 2. Please state why and how it was that you were assessed with only \$3000.00 worth of bonds &c when the face value of said property was much more than that?

Ans. My bonds and notes at least the larger part of them were in such a condition that I could not use or even control them. The several notes of H. C. Herndon were in this condition and I had doubts whether I would be able to realize any of the benefits from them or not. The note of ~~the note~~ against M. D. Richmond's est. is in the hands of the Court and so that I do not know when I can collect it.

Ques. 3. On the 1st day of Febr'y 1893 did you consider \$2000.00 a fair cash value of all bonds notes and so owned by you?

Ans. Yes, that was the estimate which the Court, and myself made.

Cross Examination:-

1st Ques.- Did the Commissioner swear you to the statement you made to him of the value of your property?

Ans- He did.

2nd Ques. Give the names of the persons who owed you at that time & the amount.

Ans. M. D. Robinson about \$1000.00 including interest,

Craig Herndon	about	2000.00
---------------	-------	---------

J. C. Boel	"	90.00
------------	---	-------

Wm Stout	"	500.00
----------	---	--------

Lee Jassen	"	250.00
------------	---	--------

A. K. Deburk	"	100.00
--------------	---	--------

A. D. Litter	"	36.00
--------------	---	-------

J. P. Herndon	"	200.00
---------------	---	--------

Marion Smith	"	50.00
--------------	---	-------

H. P. Litter	"	100.00
-------------------------	---	-------------------

Making a total of-	"	\$4720.00
--------------------	---	-----------

If any others owed me at that time I do not remember it.

3rd Q- Did you regard these notes bonds

rc. solvent of that time?

Answer - I did regard them as solvent.

4th Q

Big sign of them given to us
obscurely. There's only one

Ans.

Yes. The note against Richmond was secured by J. A. S. Dyott as surety, and the Wm. Slack note was secured by D. S. Kiser, and the J. C. Hall note was secured by D. L. Jones as surety. And the H. C. Owsen note was secured by his wife Cynthia Owsen.

g. th Q

Why did you have doubts of realizing
the money due by W.C. Harrison?

Ans -

Because he undertook, generally,
more than he could accomplish.
He got money from me a great
many times, the wanted often
get in a hard place and come
to me for money - I wanted
how to let him have a little
more money to help him out
of the tight places.

五 次

That was the date of the lost
loan - you made to him -
and how much did it am-
mount to?

Account

It was about the first
part of August, ^{1893.} and amounted
to about \$75.00

7th Q

Would you have accepted \$2000⁰⁰ Cash
for the binder notes &c. which you
had at that time, if you had
him offered it, and turned them
over without recourse on you?

Ans.

I would not, because I did
not need the money; It was
my object to have my money
an interest rather than laying
around in cash, But I don't
think they could have been
sold for more than that cash.

8th Q

Did you have any cash on
hand at that time?—

Ans.

To the best of my recollection
I did not have over \$100⁰⁰

9th Q

How much was the face
value of your note binder
and so on over your liability?

Ans.

As stated heretofore, the face
value was about \$4220⁰⁰

And further this depa-
rment says it not.

Larkin Herndon
Virginia, Lee County: to wit:—

L. A. B. Muncy Clerk of the
Circuit Court for Lee County do

hereby certify that the foregoing
deposition of Larkin ~~Thompson~~
was ^{duly} ~~and~~ ^{& subscribed} taken before me at the
time place & manner mentioned
in the caption and that the
same was done according
to law & in view of my
hand this the 5th day of
June, 1894 A.B. Minsey Comr
in Chancery

W. L. Herndon
at Depositions

Cowan McBlung^{to}
Filed June the 5th
1894
A. B. Munsey
Clerk

Comm 1.50

1 The deposition of S. F. F. Richmond,
2 Taken before me, E. W. R. Ewing, Special
3 Comm. in the case of Leamon, Mc-
4 Clung & Co., et al vs. W. L. Herndon, et al,
5 pursuant to my notice for the tak-
6 ing of the account in this cause, ^{which} ^{is} ^{not} ⁱⁿ
7 here filed, and to be read in de-
8 termining the questions submitted to
9 me as such Comm. by decree of
10 Circuit Court of Lee County, Va., in
11 which count this cause is pending,
12 on the 4th day of Oct., 1894.

13 S. F. F. Richmond, witness being sworn deposes as follows:
14 Ques! Take the five papers handed you
15 marked 1. 2. 3. 4. 5, and state what
16 time in the day of the 7th day of
17 June 1894, ^{then} were filed for record.

18 Ans. To the best of my recollection those
19 so numbered were handed to me after
20 night of the day of the 7th.

21 And further this deponent, so sub not-
22 @ S. F. F. Richmond

23 I, E. W. R. Ewing do certify that the
24 above deposition of S. F. F. Richmond was
25 taken ^{subscribed & sworn to} before me for the purpose in the
26 caption stated, & at the office of Orr,
27 Blouken & Ewing in Leesville, Va., on
28 the day above stated. Given under my
29 hand this Oct. 7th, 1894.

30 E. W. R. Ewing,
31 Special Comm.
32

Coroner McClellan, Esq.

vs. Deposition.

W. L. Herndon et al.

S. V. F. Richmond.

D.

the several suits pending against the said W.C. Herndon et als. so the whole of W.C. Herndon's lands in said causes mentioned were knocked off to the said R.L. Pennington, as aforesaid. And the said R.L. Pennington has paid to your commissioner the sum of *\$686³⁴ Six* Hundred and *Eighty Six* dollars, and *thirty four* cents, the amount of the costs and commissions of sale in the said several suits *in Lee County*.

Your commissioner has disbursed the said costs as follows:

Paid A.B. Munsey, Clerk of Circuit Court.	\$ 155 74
" C.E. Flanary, Sheriff of Lee County.	\$ 43 60
" W.M. Pennington for serving notices to take depositions	\$ 35 00
" S.V.E. Richmond County Court clerk for records etc. . . .	\$ 34 50
" W.P. Dryden & Sons for orders of publication.	\$ 80 00
" A.G. Hyatt for taking depositions.	\$ 87 50
" R.L. Pennington for copying records.	\$ 67 50
" Pennington Bros. attys. fees in 14 cases	\$ 140 00
" Jackson & Blankenship attys, fees <i>& costs</i>	\$ 20 00
" Retained for commissions of sale.	\$ 106 50

686 34

As the said lands were bid in by the said Pennington for the benefit of the creditors as aforesaid, your commissioner took no notes, because if the sale is confirmed to the purchasing creditors as aforesaid, the same is paid for, and they would be entitled to a deed. The said R.L. Pennington has a paper signed by all the said creditors appointing him a trustee to receive the title to the said lands, and hold the same for the benefit of the said creditors. Your commissioner thinks that this is the best sale that can be made of the said lands, so he recommends the confirmation of the same.

All of which is respectfully submitted

This the 28th. day of September, 1894.

R.L. Pennington . . . Special
Commissioner.

1894

This report is excepted to, because the
Copies of deeds & records taxes the
costs of such County Court clerk
and the Court of Sales pays the same
\$67.30 to R. L. Pennington his partner
at law, and not to such clerk from
whose records said copies were made
but not certified by said clerk

See 3179 Code 1887. 4th part of 1st

Minor Page 793 fig 1ⁿ
Dunsmuir Hyatt P.

because if the sale is certified by the undersigned clerk as store-
in 4 min - part 1 page 184
title of the clerk as store- your commissioner took no notes.

As the said lands were bid in by the said Pennington for the pen-

" retained for commissions of sale. . . . \$ 10 00

" Jackson & Blankenship attys fees. . . . \$ 20 00

" Pennington Bros. attys. fees in 14 cases. . . . \$ 14 00

" Pennington for copying records. . . . \$ 2 00

" Pennington for taking depositions. . . . \$ 10 00

" Pennington & sons for orders of publication. . . . \$ 20 00

" Pennington County Court clerk for records etc. . . . \$ 24 00

" Pennington for serving notices to take depositions \$ 30 00

" Pennington, Sheriff of Lee County. . . . \$ 43 00

" Pennington, Clerk of Circuit Court. . . . \$ 10 00

Commissioner has disbursed the said costs as follows:

Commissions of sale in the said several suits.

\$ 10 00

has paid to your commissioner the sum of \$ 100 00

to the said R. L. Pennington, as store- and the said R. L. Pennington

whole of W. C. Pennington's lands in said cases mentioned were knocked off

the several suits pending against the said W. C. Pennington et al. so the

Cowan Mc Clung & Co. et al -

U.S. } Report of R. L. Pennington
Court for Sale of Land

W. C. Pennington et al -

Filed October 16th 1894
A. J. Munnay

Cowan, McCumby et al Campbells
vs. }

McC. Shindon et al Defts:

S. V. H. Richmond clerk of
the County Court of La. County
object to the Confirmation of
the Commissioners report of
sale of Land, because
1st Commissioner has not
paid him fees. He does
not claim to have made
or certified the exhibits in
plaintiffs bills, but as they
were copied from the deed
books; he claims he is
entitled to fees therefor.
Plaintiffs in said Causes
submit that \$500 show
what fees clerks are entitled.
They submit that Richmond
is not entitled to the amount
which the Clerk taxed as
costs for him; that it
was improperly taxed to
him, and should not be
paid to him, but ordered to
be refunded to them. ^{if not paid to R. C. Pennington} They
say that R. C. Pennington
one of their attys. were entitled
to examine the records of
the County Court ^{and to take copies therefrom} without
paying anything therefor; so

that the exceptions of the said
Richmond to said report should
be overruled, and said report
confirmed. See 4 Min. p. 210

Pennings Pro
for Carter, McLeary & Co

Deed Book No 29 ,page 433.

This deed made the 14th day of March 1893 between William C. Herndon and Cynthia Herndon of the first part and of the county of Lee and state of Virginia and David P. Parsons of the second part of the county and state aforesaid. Witnesseth that in consideration of the sum of five thousand dollars in hand paid the receipt whereof is hereby acknowledged W.C. Herndon and Cynthia Herndon his wife do grant bargain and sell and convey unto David P. Parsons party of the second part a certain tract or parcel of land lying in the Crab Orchard on Reeds and Joynes creek waters of the north Fork of Powells River No of acres unknown supposed to be six hundred acres more or less and bounded as follows to wit Beginning at a stake on the north bank of ~~the north fork of Powells river~~ at the mouth of Reeds Creek thence with the meanders thereof to the Mc Gradie line and with said line N 35 W to a gum two chestnuts and spanish oak/ corner to A.B. Bailey's land and with lines of said N 35 W to poles to 3 white oaks and a chestnut Thence N 30 W to poles to 3 white oaks Thence N 60 W with Parkers line to Jones creek and with said creek to Joseph Marcums corner thence southwardly with said Marcum's line to A.K. Debussk corner Thence with his several lines and corners to ~~W.H.~~ a corner to Alfred Johnstons land formerly Samuel Parsons land Thence with lines and corners of said Samuel Parsons tract to James Quillen land Thence with said lines and corners to Mathew Zions land and with said Zions lines and corners to ~~Lawsons land~~ Thence with his lines and corners to the beginning. the foregoing described Boundary of land embraces the land purchased by W.C. Herndon from Tobias Hughs and wife Charles Pennington Heirs Larkin Herndon and J.B. Pennington and the said David P. Parsons is to have and with all the

for W and the said William C. Herndon
appurtenances therunto and the said William C. Herndon and
Cynthia ⁶ Herndon parties of the first part to warrant generally
the title to the land hereby conveyed. Witness the following
signature and seals the year and day first ^{above} written.

William C. Herndon (seal)

Cynthia R. Herndon (seal)

State of Virginia, county of Lee to wit:

I, F. M. Parsons a justice of the peace in and for the
county and state aforesaid do certify that William C. Herndon
and CYNTHIA R. Herndon his wife whose names ^{is} are signed to
the foregoing deed bearing date of the 14th day of March
1893 acknowledged the same before me in my county and state
aforesaid // given under my hand and seal this the 14th day
of March 1893.

F. M. Parsons J. P.

Virginia Lee county to wit: -

In the office of the clerk of said county on the 10th day of
Nov 1893 this deed was presented and together with the cer-
tificates thereto annexed was admitted to record.

Test: S. V. F. Richmond, Clerk

A Copy Teste: S. V. F. Richmond Clerk
Virginia Lee county to wit:

This day R. L. Pennington personally appeared before me, R. W.
Pennington, notary public in and for the county and state
aforesaid and made oath that he had copied the foregoing deed
from the records of the county court and that the same is
a true transcript therefrom. This the ____ day of Feb. 1894.

N. P. F.

Deed Book no 29, page 439.

This deed made the 10th day of Novr 1893 by and
between W.C. Herndon of the first part and and Wil-
liam Woodward of the second part of the county of
Lee and State of Virginia The party of the first

part doth ~~each~~ grant unto the party of the second part a tract or
parcel of land ~~as follows~~ bounded as follows, Beginning at a stake
at the mouth of Heads creek running with Lawsons line to the top
of Stone Mountain thence with the meanderings thereof to the Mc
Craie line and with same to the ~~the~~ ^{of north fork} North fork of Powells River
and with meanderings of said waters to the beginning. This Deed of
trust is to secure and hold good to the party of the ~~first~~ ^{Second} part
for the sum of six hundred and seventy five dollars which the party
of the second part wholds against the party of the first part ~~this~~
contract shall stand and hold good to the party of the second
part untill thes Notes is Satisfied in full. Witness the following
signature and seal W.C. Herndon (seal)

Virginia Lee County, to wit:-

I, J. F. Bargin a justice ^{the Peace} of said county in the state aforesaid
do certify that W.C. Herndon whose name is signed to the fore-
going deed bearing date on the 10th day of NOV 1893 this day per-
sonally appeared before me in my county aforesaid and acknowledged
the same to be his act and deed. Given under my hand and seal
this the 10th day of Nov 1893

J. F. Bargin J.P.

Virginia Lee county, to wit:-

this day R. L. Pennington personally appeared before me, R. W. Penning-
ton, notary public in and for the county and state aforesaid
and made oath that he had copied the foregoing deed from the
records of the county court of Lee county, on file in the clerk's
office of the said county court and that the same is a true tran-
script therefrom. This Feb _____ 1894.

A Copy Teste R. W. Pennington clerk

In the Office of the Clerk of said County
the 10th day of November 1894 this deed was presented
together with the certificate thereto and deposited to records

Teste J. F. Bargin

Deed Book No. 20 ,page 106.

THIS DEED of conveyance made this the 6th day of February 1890 by and between Tobias Hughs and Martha Hughs and Peggie Parsons of the first part and all of the county of Lee and state of Virginia and William C. Herndon of the county and state ^{of the second part} aforesaid. Witnesseth that for and in consideration of the sum of eight hundred Dollars in hand paid the receipt of ~~which~~ is hereby acknowledged the parties of the first part do ~~by~~ bargain sell ~~and~~ convey unto the parties of the second part ^a certain tract or parcel of land lying and being in the county of Lee and State of Virginia situated on Reeds Creek waters of the north Fork of Powells River being two hundred acres be the same more or less and bounded as follows to wit: being the land where Tobias Hughs now lives and adjoining the land of Samuel Parsons, James Quillen and Mathew Zion and the parties of the second part to have and to hold forever. and the parties of the first ^{narrant specially} part the land hereby conveyed. Witness the following signature and seal the day and date above written.

^{his}
Tobias P. Hughs (seal)

^{her}
Martha Hughs (seal)

Margerett R. Parsons (seal)

State of Virginia :

County of Lee

I, F. M. Parsons a justice of the peace for the aforesaid ^{and State} county do certify that Tobias Hughs and Martha Hughs His wife and Peggie Parsons whose names are signed to the foregoing deed ^{learned} date on the 6th day of February 1890 acknowledged the same before me in my county and state aforesaid to be their act and deed and does not wish to retract it.

and Seal

Given under my hand, this the 6th day of February 1890

W.M. Parsons J.P.

Virginia Lee county, to wit: In the office of the clerk
of the said county May the 6th 1890 this deed was presented
and with the certificate thereto annexed admitted to record.

Test John R. Gibson clerk.

Virginia Lee County, to wit: *A Copy Test R.W. Pennington*
Personally appeared before me *R.W. Pennington* a notary pub-
lic in and for the county and state aforesaid, *R.L. Pennington*
and made oath that he had copied the foregoing deed from
the records of the county & court of Lee county on file in
clerk's office of the said county court, and that the same
is a true transcript therefrom. Sworn before me this the ____
day of Feb. 1894.

N.P.

H. C. Hudson

From { Copy of Auds

Thomas Hughes

Free for Copy \$0.50

Deed book No . 25 .page 104 .

From John C. Pennington et al.

THIS DEED of conveyance made this the 19th day of March 1890 by and between John C. Pennington and Patience Pennington his wife Dinah Pennington and Martha J. Robins and Mary A Robins of the county of Lee and State of Virginia and Green. B. Pennington and Susan his wife of the county of Perry and s State of Kentucky of the first part and William C. Herndon of the second part of the county of Lee and state of Virginia WITNESSETH that for and in consideration of the sum of \$630.00 dollars in hand paid the receipt of which is hereby acknowledged the said parties of the first part do grant bargain sell and convey unto the parties of the second part all of their right and titles in the Charles Pennington tract of land lying and being in the county of Lee and state of Virginia on the waters of Jones creek and bounded as follow to wit : BEGINNING ~~at~~ ^{at} a beech and white oak on the east bank of reeds creek thence southwardly to a poplar then ^{eastwardly} thence to a white Oak on the top of a ridge thence northwardly to a white oak on a flat thence north eastwardly to a wagon road and with ^{west} ~~the~~ ^{near} ~~the~~ creek southwardly to a beech ~~at~~ the mouth of of the first hollow near the bank of Jones Creek and with the said creek to the mouth of said creek to Joseph Marcums corner thence westwardly with the said Marcums line to ^{the} Charles Pennington line and with said line to the BEGINNING the parties of the first part do warrant generally the land he hereby conveyed the parties of the second part to have and to hold forever . Witnesseth the following signature and seal this the 19th day of March 1890. John C. Pennington (SEAL)

Pat

her
Patience Pennington (SEAL)
for
Martha J. Robins (SEAL)
for
Dinah Pennington (SEAL)
for
Green B. Pennington (SEAL)
for
Susan Pennington (SEAL)
for
Mary A. Robins (SEAL)
Mary

State of Virginia : to wit

County of Lee :

I, Francis M. Parsons a justice of the peace for the aforesaid county and State do certify that John C. Pennington and Patience Pennington his wife Martha J. Robins and Dinah Pennington whose names are ~~/~~ signed to the foregoing deed, bearing date on the the 19th day of March 1890, acknowledged the same *before me* in my county and state aforesaid to be their act and deed and does not wish to retract it. Given under my hand *and seal* the day and date first above written F. M. Parsons J. P.

State of Kentucky, County of Perry

I, Ira J. Davidson clerk of the county court for the county and state aforesaid do certify that the foregoing deed ~~of conveyance~~ of conveyance from John C. Pennington & Co to William C. Herndon was this day produced to me in the county aforesaid and acknowledged before me by Green B. Pennington and Susan his wife to be their act and deed and the same is certified to the proper office for record. Given ^{by} under my hand this the 29th day of March 1890

Ira J. Davidson clerk

By G. R. Cornett D. C.

State of Virginia : to wit:

County of Lee ;

I, F. M. Parsons, a justice of the peace for the aforesaid ~~county and state~~

county and state do certify that Mary A. Robins whose name
/ 16/6 are signed to the foregoing deed bearing date on the 19th
day of March 1890, acknowledged the same before me in my
county and state aforesaid to be her act and deed and does not
wish to retract it Given under my hand the 7th day of April
/ 1890. F.M. Parsons J.P.

Virginia Lee County to wit/

In the office of the clerk of the said county
May the 6th 1890 this deed / was presented and with certifi-
cates thereto annexed was admitted to record

Test John R. Gibson Clerk.

A Copy Teste J. R. Gibson Clerk

Virginia Lee County, To Wit:

1? E. W. Pennington, a notary public in and for the
county and state aforesaid do hereby certify that R. L. Penning-
ton personally appeared before me in my county and state
aforesaid and made oath that he had copied the foregoing deed
from the records of the county court, and that the same is a
true transcript thereof. Given under my hand this the

Thy
day of 1894

N.P.

A.C. Hurd

From } Copy of News
John C. Hurd
For far copy \$0.75

Deed Book No. 20, page 112.

This deed made November the 9th 1889 B. and between M.C. Parsons of the first Part and Craig Herndon of the 2^d second part both of the county of Lee and state of Virginia. Witness that the party of the first part doth grant bargain sell and convey ^{and} to the party of the second part has undivided interest in Charles Pennington now deceased estate that he bought of Anderson Robins wife and heirs aforesaid of Charles Pennington Decd for the sum of one hundred dollars in hand paid the receipt of which is hereby acknowledged, the aforesaid M.C. Parsons binds himself to warrant ^{generally} the land hereby conveyed with all its appurtenances forever. Witness my hand and seal day and year first written M.C. Parsons (seal)

Virginia Lee County to wit: J.V.H. Kelly, notary public for the aforesaid county do certify that M.C. Parsons whose name is signed to the above deed bearing date Oct. 8th 1889, personally appeared before me in my county aforesaid and acknowledged his signature to this deed to be correct for the purpose mentioned in the above deed. Given under my hand this 10th Nov 1889.

V.H. Kelly, N.P.

Virginia Lee County to wit: In the office of the clerk of the said county May the 6th 1890, this deed was presented and with the certificate thereto annexed admitted to record.

Test John R. Gibson, Clerk.

A copy Test of R. L. Pennington
Virginia Lee County to wit: This day R.L. Pennington personally appeared before me as notary public for the county and state aforesaid in my county aforesaid and made oath that he had copied the foregoing deed from the records of the county court of said county on file in the said court's clerk's office, and that the same is a true transcript therefrom.

This Feb. 19th.

N.P.

A. C. Stinson

From { Copy of Deed

M. C. Farrar

Fee for Copy
\$0.25

DeedBook No/23 page 100

This deed made this the 7th day of March 1857 between John C. Stapleton and Almedid ~~Stapleton~~ his wife of the first part and W. Craig Hendon of the second part all of the county of Lee and State of Virginia. Witnesseth that in consideration of the sum of two hundred dollars in hand paid and secured to be paid by the party of the second part ^{by the party of the first part} the receipt of which is hereby acknowledged, the said party of the first part by these presents give grant ^{delivered} sell and convey unto the party of the second part a certain tract or parcel of land lying and being in the said county of Lee and on Jones Creek in the Craborchard containing by estimation thirty and a half acres be the more or less ~~and~~ bounded as follows: Beginning on the 12 pole line 29 poles from white oaks and beeches on the north side of a branch at a white oak S 20 E 99 poles to a red oak on the top of a ridge and with said ridge S 99 1/2 W 33 poles to a pine and chestnut on ~~the~~ top of a high spur N 33 1/2 W 29 poles to a little gum and chestnut N 25 W ~~13~~ 13 1/2 poles to two chestnut oaks S 33 1/2 W 33 poles to a sour wood hickory and two dead spanish oaks, (now gone N. 41 1/2 W 33 poles to a chestnut at the top of a deep hollow N 39 E 93 to the Beginning. To have and to hold the said tract ^{or parcel} of land ~~and~~ ^{with all} its appurtenances unto the party of the second part ^{and his heirs} forever. And the party of the first part covenant that they will warrant generally the title to the land hereby conveyed. And the party of the first part hereby reserve to themselves the vendor's lien on said land untill the purchase money therefor is fully paid. Witness the following signature and seal,

John C. Stapleton (seal)

Almedid Stapleton (seal)

Virginia Lee County, to wit :-

I, John A. G. Hyatt, com'r in chan. for &c do certify that John C Stapleton, whose name is signed to the foregoing deed dated March the 7th 1887 personally appeared before me in the said county and acknowledged the said writing to be his act and deed. Given under my hand this the 7th day of March 1887

J. A. G. Hyatt Comr &c.

Virginia Lee County to wit - ----- I, John A. G. Hyatt commissioner in chancery for Lee county do certify that Almeda Stapleton wife of John C. Stapleton whose names are signed to the foregoing ^{dated} ~~deed bearing date~~ on the 7th day of March 1887 personally appeared before me in the county aforesaid and being examined by me privily and apart from her ^{said} husband and having the deed fully explained to her she declared she had willingly signed and executed the same and did not wish to retract the same. Given under my hand and seal this 29th day of August 1888.

John A. G. Hyatt Com in chancery for Lee county court.

Virginia Lee County ^{Court} ~~xx/xx~~ Clerk's office, Feb. 7th 1893

The foregoing deed bearing date March the 7th 1887 between John C. Stapleton and Almeda his wife of the first part and W. C. Herndon of the second part all of Lee county Va. was this day filed in the ~~clerk's~~ office and admitted to record upon the foregoing certificate of John A. G. Hyatt a commissioner in chancery for Lee county court. Test John R. Gibson Clerk

Virginia Lee county ~~xx/xx/xx~~ to wit:

This day R. L. Pennington personally appeared before me a notary public for the said county and made oath that he had copied the foregoing deed from the records of the said county court and that the same is a true transcript from the said records, on file in the county court clerk's office.

This Feb.

1894.

A. C. Henderson

From Copy of And

John C. Stephens with

~~~~~

For far copy -

\$1.50



Deed Book NO. 25 ,page 163 .

This deed made this the 30th day of July 1889 between John B. Pennington and Larkin Herndon of the <sup>One</sup> ~~first~~ part and William C. Herndon of the <sup>other</sup> ~~second~~ part J. B. Pennington now a resident of Hawkins county Tennessee and the other named parties of Lee County Virginia . Witnesseth that in consideration of the sum \$50.00 fifty dollars in hand Paid the receipt of <sup>thereof</sup> ~~which~~ is hereby acknowledged the said John B. Pennington and Larkin Herndon do grant bargain and sell unto the said William C. Herndon a certain tract or parcel of land lying and being in the county of Lee and State of Virginia it being the remaining part of a tract of land assigned to John ~~of~~ Pennington Sr. by commissioners it being a part of the Mc Cradie Survey bounded as follows to, wit : Beginning at the mouth of Jones Creek Crossing the North Fork of Powells River southwardly up the north side of Stone mountain with partition line to the top of said mountain thence <sup>with</sup> eastwardly to the top of same with the varying meanders thereof to the original Mc Cradie line and with ~~the~~ line thereof northwardly to the North Fork of Powells River thence westwardly with many and varied meanderings thereof to the beginning . And the aforesaid John B. Pennington and Larkin Herndon do covenant and agree with the said William C. Herndon to warrant generally the land hereby conveyed with all its appurtenances . Witness the following signatures and seals . The number        of acres bounded by the boundary be the same more or less .

John B. Pennington ( seal )

Larkin Herndon ( seal )

Virginia Lee county to wit :

<sup>Court</sup>  
1 John A. G. Hyatt clerk for the circuit for Lee county state aforesaid do hereby certify that John B. Pennington



and Larkin Herndon whose names are signed to the foregoing deed bearing date on the 30th of July 1889 each personally appeared before me and acknowledged the same to be their act and deed for the purposes therein stated. Given under my hand this 7th Sept 1889/J.A.G. Hyatt Clerk.

Virginia Lee County to wit:

In the office of the clerk of the said county May the 6th 1890 this deed was presented and with its certificate hereto annexed admitted to record.

Test John H. Gibson Clerk.

Virginia Lee County to wit:

This day R. L. Pennington personally appeared before me a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the said county court on file in his clerk's office; and that the same is a true transcript herefrom. This Feb 1894.

N.P.



H. C. Henderson

From 3 copy of Dr's  
John B. Fennell's

~~~~~

For far copy

\$0.50

Deed Book No 20, page 111.

This deed made this Dec 1st in the year of our lord

her husband of Indian Territory

1888 bet ween Rebecca J Robins and James Robins of the first part
and William C. Herndon ~~of the second part~~ and Cynthia Herndon his
wife of the county of Lee and State of Virginia of the second part
Witnesseth that for and ⁱⁿ consideration of the sum of \$200 dollars
in hand paid the receipt of is hereby acknowledged the said party
of the first part do grant bargain and sell ^{unto} to the party of the se-
cond part ^{all} of their right title and interest in the Charles Pen-
nington ^{fourth} lying and being in the said county of Lee and lying on the
banks of Jones Creek and bounded as follows Beginning in a beech
and white oak on the east bank of Heads Creek near its mouth thence
southwardly to a poplar on Jones Creek thence eastwardly to a white
oak on the top of a ridge thence north eastwardly to a white oak
on ~~the~~ a flat thence north westwardly to a wagon road thence south-
wardly to a beech at the mouth of a hollow near the bank of Jones
creek thence southwardly with said creek to Joseph Marcums corner
thence westwardly with said Marcums line to the old Charles
Pennington line thence southwardly back to the beginning. and the
said party of the first part do covenant with the party of the
second part that they will warrant generally the land hereby convey-
ed. Witness the following signatures and seals

James H. Robins (seal)

Rebecca J Robins (seal)

Witnesses M. Graham, Z.T. Robins, Perkins county, Chickasaw Nation
Feb 2/90 Ervin Springs

Chickasaw Nation, Perkins county, Feb 22/90

Personally appeared before me S.W. Wallace a U.S. Commissioner
James H. Robins and his wife Rebecca Robins to me well known and
signed and acknowledged to me that it was for consideration there
in expressed and set forth the above and foregoing deed or
instrument of writing convey a tract of land to William C. Herndon
and his wife This Feb 2/1890

Samuel R. Wallace, U.S. Comm'r
For Indian Territory.

Virginia Lee county to wit:

In the office of the clerk of the said county May the 26th 1890
this deed was presented and with the certificate thereon annexed
was admitted to record

Test, John H. Gibson, clerk.

Copy Lute - L.O. H. Richmond Clerk

Deed Book No. 23 page 333.

This deed made this the 10th day of Oct 1884 by and between John B. Pennington and Larkin Herndon of the county of Lee and state of Va. of one part and William C. Herndon of the and state aforesaid of the other part. Witness that for and in consideration of the sum of four hundred and fifty dollars in hand paid the receipt of which is hereby acknowledged, the said John B. Pennington and Larkin Herndon do grant bargain and sell unto the said William C. Herndon a certain tract or parcel of land lying and being in the county of Lee and state of Virginia. Being a part of the John McCrarin ~~14,000~~ 14,000 acre survey which was partitioned by commissioners among the heirs of Edward Pennington Co. this being a portion of the lot assigned to John Pennington Sr and by him by deed to John Pennington Jr and Larkin Herndon. said land is lying in lower Crab Orchard and between the north fork of Powell's River and Jones Creek and heads Creek bounded as follows to wit: Beginning at a poplar on the east bank of Jones Creek corner to Charles Pennington's land and near the ford of said creek and with said creek southwardly 90 poles to its mouth on the north bank of the north fork of Powell's River thence southwardly with the meanderings thereof to a stake the original line and with said line N 31° W to a gum 2 chestnuts and a spanish oak corner to A. Baileys land and with line of the said N 31° W 20 poles to a white oak and thence N 30° W 40 poles to 3 white oaks thence north west with parker's line to Jones creek and with said creek to Charles Pennington's land and with his line to the beginning supposed to contain more or less to four hundred acres be it the same more or less. And the said John B. Pennington and Larkin Herndon do covenant with the said William C. Herndon that they will warrant generally the land hereby conveyed. Witness the following signatures and seals.

John B. Pennington (seal)

Larkin Herndon (seal)

Virginia Lee County, to wit: -

I, John A. G. Ryall a com'r in ch. for Lee County Court the same being a court of record do certify that John B. Pennington and Larkin Herndon whose names are signed to the foregoing deed bearing bearing date on the 10th day of Oct 1884, personally appeared before me in my county a fore said and each acknowledged the same to be their act and deed for the purpose therein stated. Given under my hand on the 10th day of Jan 1885

J. A. G. Ryall Com'r in ch.

Virginia Lee County, before court clerk's office March the 10th 1885
The foregoing deed bearing date Oct the 10th 1884 between John B. Pennington and Larkin Herndon of the one part and William C. Herndon of the other part all of Lee County, Va. is this day ~~presented~~ filed in this office and admitted to record upon the certificate of J. A. G. Ryall a Com'r for Lee County, Va.

Test? J. A. Gibson, clerk

George McMillan & Co

v.s. } Copy of Dads

H.C. Hudson whole

Free for Copies

~~at~~ at

Chambers

Deed Book No 29 ,page 33.

This deed made the 14th day of March 1893 between William C. Herndon and Cynthia Herndon ^{of the County of Lee & State of Va.} of the first part, and of the county of Lee and state of Virginia and David P. Parsons of the second part of the county and state aforesaid . Witnesseth that in consideration of the sum of five thousand dollars in hand ~~paid~~ the receipt whereof is hereby acknowledged W.C. Herndon and Cynthia ^E Herndon his wife do grant bargain and sell and convey unto David P. Parsons party of the second part a certain tract or parcel of land lying in the Crab Orchard on Reeds and Joynes creek waters of the north Fork of Powells River No of acres unknown supposed to be six hundred acres more or less and bounded as follows to wit Beginning at a stake on the north bank of the north fork of ~~Powells River~~ at the mouth of Reeds Creek thence with the meanders thereof to the Mc Gradie line and with said line N 33 W to a gum two chestnuts and spanish oak corner to A.E. Balloys land and with lines of sand N 64 W 33 poles to a white oak and chestnut Thence N 33 W 42 poles to 3 white oaks Thence N 6 W with Parkers line to Jones creek and with said creek to Joseph Marcum corner thence southwardly with said Marcums line to A.K. Debusk corner Thence with his several lines and corners to ~~the~~ a corner to Alfred Johnstons land formerly Samuel Parsons land Thence with lines and corners of said Samuel Parsons tract to James Quillen land Thence with said lines and corners to Mathew Zions land and with said Zions lines and corners to ~~the~~ Lawsons land and thence with his lines and corners to the beginning . the foregoing described boundary of land imbraces the land purchased by W.C. Herndon from Tobias Huhs and wife Charles Pennington Heirs Larkin Herndon and J.B. Pennington and the said and the said David P. Parsons is to have and with all the

appurtenances thereunto and the said William C. Herndon and
Cynthia Herndon parties of the first part do warrant generally
the title to the land hereby conveyed. Witness the following
signature and seals the year and day first ^{above} written.

W.C. Herndon (seal)

Cynthia E. Herndon (seal)

State of Virginia, county of Lee to wit:

I, W.M. Parsons a justice of the peace in and for the
county and state aforesaid do certify that William C. Herndon
and Cynthia E. Herndon his wife whose names are signed to
the foregoing deed bearing date of the 14th day of March
1893 acknowledged the same before me in my county and state
~~aforesaid~~ /// given under my hand and seal this the 14th day
of March 1894.

W.M. Parsons J.P.

Virginia Lee county to wit:-

In the office of the clerk of said county on the 10th day of
Nov 1893 this deed was presented and together with the cer-
tificates thereto annexed was admitted to record.

Test: S.V.W. Richmond, Clerk

Virginia Lee county to wit:

This day R.L. Pennington personally appeared before me, R.W.
Pennington notary public in and for the county and state
aforesaid and made oath that he had copied the foregoing deed
from the records of the county court and that the same is
a true transcript therefrom. This the ____ day of Feb. 1894.

N.P.

This deed made ~~was~~ the 10th day of Nov 1893 by and between
W.C. Herndon of the first part and William Woodward of the
second part both of the county of Lee and State of Virginia

The party of the first part doth grant unto the party of the
second part a tract or parcel of land Bounded as follows, *as follows*

Beginning at ~~a~~ ^{at} stake ~~in~~ the mouth of Reeds creek running
with Lawsons line to the top of stone mountain thence with
the meanderings thereof to the ~~Mc~~Gradie line and with same

to the north Fork of Powells River and with meanderings ~~of the~~

said water of North Fork

~~to~~ the Beginning. This deed of trust is to secure and
hold good to the party of the second part for the sum of
six hundred and seventy five dollars which the party of the
second party holds ~~against~~ ^{against} the party of the first part this
contract shall stand and hold good to the party of the sec-
ond part untill the notes is satisfied in full. Witness the
Following signature and seal W.C. Herndon (seal)

Virginia Lee County to wit :

I, J.F. Burgin a justice of the peace of said county, in the state
aforesaid that W.C. Herndon whose name is signed to the fore-
going deed bearing date on the 10th ^{day of Nov} 1893 this day person-
ally ~~appeared~~ ^{before} me in my county aforesaid and acknowledged the
same to be his act and deed Given under my hand and seal this
the 10th day of Nov 1893. J.F. Burgin J.P.

Virginia Lee county to wit :-

See the Office of the Clerk of the
this day H.L. Richardson personally appeared before me and

said ~~Clerk~~ ^{the} 10th day of Nov-

~~1893~~ ¹⁸⁹³ this deed was presented and

together with the certificate that same was
the Clerk's Office of the said county, and that the same was

was admitted to record. *the* Feb 1894.

Per X S.F. Richardson Clerk

From John B. Pennington & Larkin Herndon

THIS DEED made this the 15th day of Oct 18'4 by and bet
between John B. Pennington ~~and~~ and Larkin Herndon of the Con
county of Lee and State of Va of one part and and William C.
Herndon of the county and State aforesaid of the other part
WITNESSETH that for and in the consideration of the sum of \$
Four Hundred and fifty Dollars in hand paid the receipt of wh
which is hereby acknowledged, the said John B. Pennington
and Larkin Herndon do grant bargain and sell unto the said
William C. Herndon a certain tract or parcel of ~~/~~ land lying
and being in the county of Lee and State of Virginia.

~~/XXXXXXXXX~~ Being a part of the John MC Radies' 14,000 acre
survey which was partitioned by among the heirs of Edward
Pennington Dec. this being a portion of the lot assigned to
John Pennington Sr. and by him by deed to John Pennington, ~~and~~
and Larkin Herndon said land is lying in lower Craborchard
and between the North Fork of Powell's River and Jones Creek
and Reeds Creek bounded as follows to wit BEGINNING at a
poplar on the east bank of Reeds Creek corner to Charley Pen
ington's Dec. land near the ford of said creek and with
said creek southwardly 90 poles to its mouth on the ^{north} bank of
North Fork of Powels River thence eastwardly with the
meanderings thereof to ~~/~~ stake the original line and
with said line N 38 W to a gum two chestnuts and a Spanish
oak corner to A. Baileys land and with lines of ~~the~~ same
N. 24 W. 25 poles to, a white oak and a ch thence N. 35 W 42 poles
to 3 white oaks thence North west with Parkers lines to
Jones creek and with said creek to Charles Pennington's ^{As shown} and
with his lines to the beginning supposed to contain three
to four hundred acres be it the same the more or less And
the said John B. Pennington and Larkin Herndon do covenant

with the said William C. Herndon that they will warrant generally the title to the land hereby conveyed. Witness the following signatures and seals ~~Larkin Herndon (seal)~~

John B. Pennington (seal)

Larkin Herndon (seal)

Virginia Lee County to wit :

I, John A. G. Hyatt, comr in chancery for Lee County court the same being a court of record do certify that John B. Pennington and Larkin Herndon, whose names are signed to the foregoing ~~wr~~ deed bearing date on the 18th day of Oct 1884, personally appeared before me in my county aforesaid and each acknowledged the same to be their act and deed for the purpose therein stated.

Given under my hand this the 20th day of January, 1885

J. A. G. Hyatt comr cc

Virginia Lee County court clerk's office March the 4th 1889

The foregoing deed bearing Date Oct 18th 1884 between John B. Pennington and Larkin Herndon ~~xxx~~ of the one part and William C. Herndon of the other part all of Lee County Va. was this day filed in the ~~clerk's~~ office and admitted to record up on the certificate of J. A. G. Hyatt comr for Lee County Va

Test J. R. Gibson Clerk .

I E. W. Pennington, notary public in and for the county of Lee and State of Va. do hereby certify that E. L. Pennington personally appeared before me and made oath that he has copied the foregoing deed and that the same is a true transcript of record on file in the county court ~~clerk's~~ clerk's office Given under my hand this the ____ day of Feb. 1894.

M. C. Henderson

From } Copy of Recd
John B. Peckington
Larkin Henderson

See far Copy 8.30

Deed Book No . 25 . page 111

THIS DEED made this ~~11th~~ Dec. 21 " in the year of our Lord 1889
between Rebecca J. Robins and James A. Robins of the first
part and and William C. Herndon and Cynthia Herndon ~~of the~~
his wife of the county of Lee and state of Virginia of the
second part WITNESSETH that for and in consideration of the
sum of \$95.00 Dollars in hand paid the receipt ~~of~~ whereof is
hereby acknowledged the said party of the first part do grant
bargain and sell to the said party of the second part al of ~~of~~
their right title and undivided interest in the Charles ~~of~~
Pennington farme lying and being in the said county of Lee
and lying on the waters of Jones creek and bounded as follows
BEGINNING on a beech and white oak on east bank of Reeds creek
near its mouth thence southwardly to a poplar on Jones creek ~~X~~
thence ~~westwardly~~ eastwardly to a white oak on the top of ridge
thence north/eastwardly to a white oak on a flat thence north-
westwardly to awagon road thence southwardly to a beech at ~~a~~
mouth of a hollow near the bank of Jones creek thence south-
wardly with said creek to Joseph Marcum's corner thence
southwardly with said Marcum's line to the old Charles
Pennington line thence southwardly back to the Beginning .
and the said party of the first part do covenant with the
party of the second part that they will warrant generally the
land hereby conveyed . Witnesseth the following signatures
and seals .

James
James ~~X~~ H. Robins (seal)

Rebecca
Rebecca ~~X~~ Robins (seal)
mark

Witnesses

M. Graham

Z. T. Robins

Perkins county Chickasaw Nation Feb 22/90

Ervin Springs

Chickasaw Nation Perkins County Chickasaw Nation Feb 22/90

Personally appeared before me S.W. Wallace a U.S. Commissioner James H. Robins and his wife Rebecca Robins to me well known and signed and acknowledged to me that it was for ~~the~~ consideration therein expressed and set forth the above and foregoing deed or instrument of writing convey a tract of land to WILLIAM C. HERNDON and his wife This Feb 22"/890

Samuel W. Wallace

U.S. COMr for Indian

Territory

Virginia Lee County to wit : In the office of the clerk of the said county May the 6th 1890 this deed was presented and with the certificate thereto annexed admitted to record

Test John R. Gibson Clerk.

Virginia Lee County to wit;

Public
I, N. W. Pennington, ^{notary} in and for the said county and state, foresaid do certify that R. L. Pennington personally appeared before me in my county afore said and made oath that he copied the foregoing deed from the records of the county court of Lee county on file in the clerk's office of the county court of said ~~the~~ county, and that the same is a true transcript from the record. Given under my hand this the ____ day of Feb. 1894.

N.P.

H. C. Sturges

From Copy of deed
Rebecca Robins et al
The far copy #0.310

Deed Book 20 .page 112

This deed made this Nov 9th 1889 by and between M.C. Parsons of the first part and Craig Herndon of the second part both of the county of Lee and state of Virginia. Witnesseth that the party of the first part doth grant bargain sell and convey unto the party of the ^{said} ~~first~~ part his undivided interest in the Charles Pennington now deceased estate that he bought of Anderson Robins and wife heirs aforesaid Charles Pennington for the sum of one hundred dollars in hand paid the receipt of which is hereby acknowledged. the aforesaid M.C. Parsons binds himself to warrant the land hereby conveyed forever. Witness my hand and seal day and year first written.

M.C. Parsons (seal)

Virginia Lee County to wit: _____ I, V.H. Kelly notary public for the aforesaid county/ do certify that M.C. Parsons whose name is signed to the ~~foregoing~~ ^{above} deed bearing date Oct 9th 1889 personally appeared before me in my county aforesaid and acknowledged his signature to this deed to be correct for the purpose mentioned in the above deed. Given under my hand this Nov 9th 1889.

V.H. Kelly N.P.

Virginia Lee County to wit: _____ In the _____ office of the clerk of the said county May the 6th 1890, this deed was presented and with the certificates/ thereto annexed admitted to record.

Test John M. Gibson Clerk.

Virginia Lee County to wit: _____ This day R.L. Pennington personally appeared before me notary public for the aforesaid county, in my county aforesaid, and made oath that he had copied the foregoing deed from the records of the county court of said county, on file in the clerk's office of the said county court, and that the same is a true transcript therefrom. Sworn before me ~~xx/xx~~ this Feb _____ 1894.

N.P.

H. C. Hudson

From Copy of

M. C. Parson

~~~~~

For Copy

\$0.25



Deed Book No 23 Page 110 .

This deed made this the 7th day of March 1887 between John C. Stapleton and Almedid Stapleton his wife of the first part and W. Craig Herndon of the second part all of the county of Lee ~~and~~, state of Virginia. Witness that in consideration of the sum of Two Hundred dollars in hand paid and secured to be paid by the party of the second part to the party of the first part the receipt of which is hereby acknowledged, the said party of the first part by these presents give grant sell deliver and convey unto the party of the second part a certain tract or parcel of land lying and being in the county of Lee and on Jones creek in the Graborchard containing by estimation thirty and a half acres be the more or less bounded as follows Beginning on the line pole line 29 poles from white oaks and beeches on the north side of a branch at a white oak S 25 E 99 poles to a red oak on the top of a ridge and with said ridge S 99 1/2 W 33 poles to a pine and chestnut ~~at~~ on the top of a high spur N 69 1/2 W 29 poles to a little gum and chestnut N 26 W 16 poles to two chestnut oaks S 83 1/2 W 33 to a ~~spur~~ sour wood hickory and two dead spanish oaks, (now gum N 61 1/2 W 36 poles to a ~~pine and~~ chestnut at the top of a deep hollow N 69 E 93 poles to ~~X a chestnut~~ the beginning. To have and to hold the said tract of land with all of its appurtenances unto the party of the second part and his heirs forever. And the party of the first part covenant that they will warrant the title to the land hereby conveyed. And the party of the first part hereby reserve to themselves the vendor's lien ~~vendors~~ on said land until the purchase money therefor is fully paid. Witness the following signature and seal

John C. Stapleton (Seal)

Almedid Stapleton (seal)



Virginia Lee county to wit :

1, John A.G. Hyatt Comr in Ch, for &c do certify that John C Stapleton , whose name is Signed to the foregoing deed dated March the 7th 1887 personally appeared before me in the said county and acknowledged the said writing to be his act and deed . Given under my hand this the 7th day of March 1887 .

J.A.G. Hyatt Comr &c .

Virginia Lee County to it : 1)- 1, John A.G. Hyatt Commiss-  
ionery in Chancery do certify that Almedid Stapleton Wife of  
John C. Stapleton whose names are signed to the foregoing de d  
dated March the 7th 1887 personally appeared before me in the  
county aforesaid and being examined by me privily and apart  
from her husband and haveing the deed fully explained to her  
she declared she had willingly executed ~~id~~ the same and did  
not wish to retract the same . Given under my hand and seal  
this the the 29th day of August 1888 .

A J

J.A.G. Hyatt , Comr in chancery

for Lee county court

Virginia Lee County Clerk's office , Feb 7th 1888

The foregoing deed bearing date March the 7th 1887 between  
John C. Stapleton and Almedid his wife of the first part and  
W.C. Herndon of the second part aliof Lee county Va was this ~~As~~  
day filed in the clerk's office and admitted to record upon  
the foregoing certificates of John A.G. Hyatt a comr in chan-  
cery for Lee county Court .

Test John R. Gibson Clerk

Virginia Lee County to wit : :

This day R/L. Pennington personally appeared before me a  
notary public in and for the county and state aforesaid and  
made oath that he had copied the foregoing deed from the rec-  
ords of the said county court on file in the office of the ~~A~~  
said county clerk .

*And Chancery court & that the same is a true  
transcript - therefrom . This Feb'y. 4- 1888*

*J.R.*



H. C. Winslow

From copy of Dec 8

John C. Stephens & wife

Five far copy

\$0.50



DeedBOOK NO. 25 ,page 163 .

This deed made this the 30th day of July 1889 between John B. Pennington and Larkin Herndon of the first part and William C. Herndon of the second part J. B. Pennington now a resident of Hawkins county Tennessee and the other named parties of Lee County Virginia . Witnesseth that in consideration of the sum \$50.00 fifty dollars in hand Paid the receipt of which is hereby acknowledged the said John B. Pennington and Larkin Herndon do grant bargain and sell unto the said William C. Herndon a certain tract or parcel of land lying and being in the county of Lee and State of Virginia it being the remaining part of a tract of land assigned to John C. Pennington Sr. by commissioners it being a part of the Mc Gradie Survey bounded as follows to, wit : Beginning at the mouth of Jones Creek crossing the North Fork of Powells River southwardly up the north side of Stone mountain with partition line to the top of said mountain thence eastwardly to the top of same with the varying meanders thereof to the original Mc Gradie line and with a line thereof northwardly to the North Fork of Powells River thence westwardly with many and varied meanderings thereof to the beginning . And the aforesaid John B. Pennington and Larkin Herndon do covenant and agree with the said William C. Herndon to warrant generally the land hereby conveyed with all its appurtenances . Witness the following signatures and seals . The number \_\_\_\_\_ of acres bounded by the boundary be the same more or less .

John B. Pennington ( seal )

Larkin Herndon ( seal )

Virginia Lee county to wit :

I John A. G. Hyatt clerk for the circuit for Lee county state aforesaid do hereby certify that John B. Pennington



and Larkin Herndon whose names are signed to the foregoing deed bearing date on the 30th of July 1869 each personally appeared before me and acknowledged the same to be their act and deed for the purposes therein stated. Given under my hand this 7th Sept 1869 J.A.G. Hyatt Clerk.

Virginia Lee County to wit :

In the office of the clerk of the said county May the 6th 1890 this deed was presented and with its certificate thereof annexed admitted to record.

Test John R. Gibson Clerk.

Virginia Lee County to wit :

This day R. I. Pennington personally appeared before me a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the said county court on file in its clerk's office, and that the same is a true transcript therefrom. This 26th Feb 1890.

N.P.



A. C. Henderson

From { copy of Dues

Wm B. Huntington

~~~~~

Fee for copy

\$0.50

Deed Book No 20 page 104.

THIS DEED of conveyance made this the 19th day of March 1890 by and between John C Pennington and Patience Pennington his wife Martha J Robins and Mary A Robins of the county of Lee and state of Virginia and Green R Pennington and Susan his wife of the county of Perry and State of Kentucky of the first part and William C. Herndon ~~of the county of Lee~~ ^{of the county of Lee} of the County of Lee and state of Virginia Witnesseth that for and in consideration of the sum of \$800 00 dollars in hand paid the receipt of which is hereby acknowledged the said parties of the first part do grant bargain sell and convey unto the parties of the second part all of their right title and interest in the Charles Pennington tract of land lying and being in the county of Lee and State of Virginia on the waters of Jones Creek and Bounded as follows, to wit: BEGINNING at a beech and white oak on the east bank of Reeds Creek thence southwardly to a poplar thence ^{eastwardly} to a white oak on the top of a ridge thence northwardly to a white oak on a flat thence north eastwardly to a wagon road and with said road southwest wardly to a beech at the mouth of the first hollow near the bank of Jones Creek and with said creek to the mouth of said creek to Joseph Marcums corner thence westwardly with said Marcums line to the Charles Pennington line and with said line to the beginning the parties of the first part do arrange generally the land hereby conveyed the parties of the second part to have and to hold forever. Witness the following signature and seal this the 19th day of March 1890.

John C. Pennington (seal)

Patience Pennington (seal)

Martha J. Robins (seal)

Dinah Pennington (seal)

Green B. Pennington (seal)

Susan Pennington (seal)

Mary A. Robins (seal)

State of Virginia County of Lee to wit

I, Frances M. Parsons a justice of the peace for the aforesaid county do certify that John C. Pennington and Patience Pennington his wife and Dinah Pennington whose names are signed to the foregoing deed bearing date on the 19th day of March 1890, acknowledged the same in my county aforesaid to be their act and deed and does not wish to retract it. Given under my hand and seal the day and date above written.

F. M. Parsons J. P.

State of Kentucky County of Perry

I, Ira J. Davidson clerk of the county court for the county and state aforesaid do certify that the foregoing deed of conveyance from John C. Pennington &c to William C. Herndon was this day produced to me in the county aforesaid and acknowledged before me by Green B. Pennington and Susan his wife to be their act and deed and the same is certified to the proper office for record. Given under my hand this the 29th day of March 1890.

Ira J. Davidson Clerk.

By G. R. Cornett DC.

State of Virginia County of Lee to wit :

I, F. M. Parsons a justice of the peace for the aforesaid county and state do certify that Mary A. Robins whose name are signed to the foregoing writing bearing date on the 19th day of ~~March~~ March 1890, acknowledged the same before me in my county and state aforesaid to be her act and

in my county and state aforesaid to be her act and deed and
and does not wish to/ to retract it. Given under my hand
the 7th day of April 1890

F.M. Parsons J.P.

Virginia Lee County to wit
In the office of the clerk of the said county this deed /
was presented with the certificates thereto annexed was
admitted to record. /

Test John R. Gibson Clerk.

Virginia Lee County to wit :

This day R.L. Pennington personally appeared before me a notary
public in and for the county and state aforesaid and made
oath that he had copied the foregoing deed from the records of
the county court of Lee County on file in the clerk's office of
the said county court and that the said copy is a true trans-
cript therefrom. Given under my hand this the ____ day of Feb.

1890/.

N.P.

M. C. Hummer

From Copy of deed

John C. Pennington & Co

For far copy \$1.75

Deed Book No 20 .page 106.

THIS DEED of conveyance made the 5th day of Feb 1890 by and between Tobias Hughes and ~~X~~ Martha Hughes and Peggie Parsons of the first part all of the county of Lee and state of Virginia and William C. Herndon ^{of the the second part} of the county and state aforesaid Witnesseth that for and ~~/~~ in consideration of the sum of Eight Hundred dollars in hand paid the receipt of which hereby acknowledged the parties of the first part do bargain sell and convey un to the parties of the second part a certain parcel or tract of land lying and being in the county of Lee and ~~/~~ State of Virginia situated on Needs Creek waters of the North Fork of Powell's River being two hundred acres be the same ~~/~~ more or less and bounded as follows to wit being the land where Tobias Hughes now lives and adjoining the land of Samuel Parsons , James Quillen and Mathew Zion and parties of the second part to have and to hold forever And the parties of the first part warrant specially the land hereby ~~/~~ conveyed Witness the following signature and seal the day and date above written .

his
Tobias Hughes (seal)

Martha
Martha Hughes (seal)

Margaret
Margaret R Parsons (seal)

State of Virginia County of Lee ;

I, F.M. Parsons a justice of the peace for the aforesaid county and state do certify that Tobias Hughes and Martha Hughes his wife and Peggie Parsons whose names are signed to the foregoing deed ^{hearing} ~~/~~ date on 5th day of February 1890 acknowledged the same before me in my county and state aforesaid to be their act and deed and does not wish to retract it .

Given under my hand and seal this the 6th day of February
1890.

H.M. Parsons, J.P.

Virginia Lee County to wit :

In the office of the clerk of the said county May
the 6th 1890 this deed was presented and with the certificate
there to annexed admitted to, record

Test John Gibson clerk.

Virginia Lee County to wit :

I, This day R.L. Pennington personally appeared before
Me R.W. Pennington a notary public in and for the county and
state aforesaid and made oath that he had copied the foregoing
deed from the records of the county court on file in the
clerk's office of the said county and that the same is a
true transcript therefrom. Sworn before me on the ____ day
of February 1890.

N.P.

H. C. Henderson

From { Copy of Dec 8

Thomas Hedges &c

Two for Copy \$0.50

Cowan M.^{rs} Cluny & Co
v.s. } the Chanc
H.C. Stedden et al

Copy of following Deeds
to H.C. Stedden
from

- 1 John & Hugh & wife
 - 2 John C. Pennington et al
 - 3 John B. Pennington et al
 - 4 John C. Stople & wife
 - 5 Martha Robin et al
 - 6 M.C. Parraun
 - 7 John B. Pennington & Co
- From Stedden
to

David Parraun
per Woodward

Five far Copies
\$4 50

John P. Herndon, Petitioner.

Vs.

W.C. Herndon, David P. Parsons and Wm. Woodward,

In Chancery.

Memorandum.

Whereas John P. Herndon has filed his answer and petition in the chancery cause now pending in the Circuit Court of Lee County, Virginia, of James D. Cowan, C. J. McClung, R. M. Rhea and Jacob L. Thomas, merchants and partners in trade under the firm name and style of Cowan McClung & Co. against W. C. Herndon, Larkin Herndon, John P. Herndon, David P. Parsons, William Woodward and John C. Stapleton, the general object of which suit is to set aside a sale and conveyance made by W. C. Herndon and wife to David P. Parsons of a tract of land described in a deed dated on the 14th day of March 1893 and filed as an exhibit with said bill, also to set aside a mortgage given by the said W. C. Herndon to William Woodward dated on the 10th day of November 1893 and also filed as an exhibit with said bill, also to set aside a sale of goods, wares and merchandise, a lot of cattle, a wagon and team, &c., alleged to have been made on or about the 10th day of November 1893 to Larkin and John P. Herndon, and to subject said lands and goods to the payment of the claim of the said Cowan McClung & Co., set up in their bill. Now the object of the petition filed in said cause by the said John P. Herndon is, if the court should set aside the sale of goods and other personal property made by the said W. C. Herndon to the said John P. Herndon on the 11th day of November 1893, by which the said W. C. Herndon provided for the settlement of debts held against him by the said John P. Herndon, then to enforce his said debts against the said W. C. Herndon, mentioned in said ~~answer~~ answer and petition, amounting in the aggregate to the sum of five hundred and six dollars (\$506.00) on said 11th day of November 1893 including principal and interest up to that date, and the further sum of two hundred and fifty dollars (\$250.00) for which he is security of the said W. C. Herndon to one John Holmes, and to provide for the payment of the same out of the effects of the said W. C. Herndon, to wit, said stock of goods wares and merchandise sold and delivered to the said John P. Herndon on said 11th day of November 1893, an invoice and appraisement of which is filed with the answer of John P. Herndon to said bill, the

tract of land described in the deed of the said W.C. Herndon and wife to David P. Parsons, lying in the Crab Orchard, Lee County, Virginia, and bounded as follows: Beginning at a stake on the North bank of the North Fork of Powell's River at the mouth of Reed's Creek, thence eastwardly with the meanderings of said river to the McCradia line, thence N. 38° W. --- poles to a gum, two chestnuts, and a spanish oak, corner to H.A. Bailey's land and with lines of same N. 24° W. 38 poles to a white oak and chestnut, thence N. 35° W. 42 poles to three white oaks, thence North with Parker's line to Jones' Creek and with said Creek to Joseph Marcum's corner, thence southwardly with said Marcum's line to A.K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's * land formerly Samuel Parsons' land, thence with lines and corners of said Parsons' tract to James Quillen's land, thence with his lines and corners to Matthew * Zion's land, thence with his lines and corners to Layson's land, thence with his lines and corners to the beginning, and also the tract of land conveyed to the said W.C. Herndon by Larkin Herndon and John B. Pennington by deed dated on July 20th 1889 and recorded in the Clerk's Office of the County Court of Lee County in Deed Book No 25, page 163, it being the same tract of land conveyed by the said W.C. Herndon to William Woodward on the 10th day of November 1893 which deed is also recorder in the Clerk's Office of the Lee County Court in Deed Book No. 29 page 436, to both of which last mentioned deeds reference is here made for a more particular description of said tract* of land.

John C. Herndon

Virginia Lee County to wit:

In the office of the Clerk of the ^{said} County
the 8th Day of March 1894 this Deed was presented
and ~~by the said~~ ~~with the original~~ ~~thereof~~
admitted to record.

Attest: J. T. L. Richmond
clerk

John C. Herndon

70 } dispendus

W. C. Herndon et al^{vs}

Recorded Deed Book

No 30 Page 68

J. V. F. Richmond
Clerk

Examined

c 175

Filed for record
March 8th 1894

J. V. F. Richmond
Clerk

James & Cowan Charles J McClung
Mathew McClung Jacob L Thomas
and Robt M Rhea Merchants
and partners trading under firm
name of Cowan McClung & Co

VS

W. C. Herndon, John P Herndon
Larkins Herndon. Wm Woodward
David P. Parsons, John C. Stapleton
Defendants, Suit in chancery in the Circuit
Court of Lee County Virginia
The object of this Suit is to have the deed
executed by W. C. Herndon & wife to David P.
Parson, on the 14th day of March 1893
to a certain tract of 600 acres of
land situated in Lee County Virginia
vacated set aside and held for naught
and the land subjected to complainants
debt of \$4554¹ & cost of suit,
Said land is lying in said county of
Lee in the Crab Orchard on Reeds & Jones
Creek waters of North Fork of Powell's River
Supposed to be 600 acres and bounded
as follows. to wit Beginning ~~beginning~~
at a stake on the north ~~fork~~ bank of the North
fork of Reeds Creek thence with the meanders
thereof to the McCrader line N 38 W - to a gum
tree corner to A B Baileys land and with the lines
of same N 84 W 28 poles to a white oak & chestnut
thence N 35 W 42 poles to 3 white oaks thence North
North Parkers line to Jones Creek to J Moncure

corner thence Southwardly with said
Marquess line to Chabushs Corner
thence with his said several lines and
corners to Alfred Johnsons land, formerly
Samuel Parsons land, thence with lines
of said Samuel Parsons lines & corners
of said Samuel Parsons tract to
James Dillen land, thence with
said lines & corners to Mathew Fions
land, thence with said Fions
lines & corners to Lawsons lands
then with said line & corners to the
Beginning, said boundary of land
embraces the land purchased by McHendon
from Tobias Hughes & wife Charles Penningtons
heirs Larkin Herndon & John B Pennington
And also the tract of land ~~same~~
upon which the said M. C. Herndon executed
a deed of Trust to William Woodward
on the 10th day of Nov 1893, situated
in said County of Lee, Beginning at
a stake on the Mouth of Reeds Creek
running with Lawson line to the top of
Stone Mountain thence with the meandering
of said Waters of North fork of Powells
River to the Beginning, This suit is
intended to effect the lands M. C. Herndon
claims to have conveyed to M. C. Herndon
by deed, and the lands conveyed to Wm
Woodward by Trust deed or mortgage,
Cowan McBlung & Co.
Per Edw. A. Ewing atty

Virginia Lee County Court;

In the office of the clerk of the said
County the 11th Day of December 1893 the fore-
going Lapidus was presented and
admitted to records.

Test: S. T. L. Richmond Clerk

Cowan McClung
vs } Lependino

W. C. Herndon et al
Recorded Deed Book
No 29, Page 484

D. D. H. Richardson
Clerk

~~4/00~~
C 1.00

Examined

Decr 11" 1893

Sam'l J. Grammer and Jas. A. Shuttleworth
petitioners in trade under the style
and firm of Grammer & Shuttleworth.
Petitioners.

vs

W. C. Herndon, John P. Herndon
Larkin Herndon, Wm. Woodward
David P. Parsons and John C. Stapleton
Defendants. In Chancery.

Memorandum.

Whereas Sam'l J. Grammer and
Jas. A. Shuttleworth petitioners in Trade
under the style and firm of Gram-
mer & Shuttleworth, have
filed their petition in the Chancery
cause now pending in the Circuit
Court for Lee County Virginia,
of James D. Carwan, C. J. McElmury
H. M. Rhea, and Jacob L. Thomas,
petitioners in trade under the style
and firm of Carwan McElmury
& Co. against W. C. Herndon Larkin
Herndon, John P. Herndon, David
P. Parsons William Woodward and
John Stapleton, the general object
of which is to set aside a
deed executed by W. C. Herndon wife
to David P. Parsons, dated on the
14th day of March 1893, to a

land therein described
Certain tract containing 600
acres more or less, and said
deed is filed as an exhibit in
said bill, also to set aside
a deed of trust or mortgage
by the said W.C. Herndon
to Wm. Woodward, dated on
the 10th day of November
1893, to certain lands therein
described, and subject said
lands to the payment of said
debt of said Cavan McCleneghan
set up in their bill. Now
the object of this petition ~~is~~
~~the~~ filed in said cause by
the said Grammont & Shuttworth
is to be made parties to said
cause, and to enforce the payment
of their debt of \$192²⁵/₁₀₀ with interest
from December 6th 1893, against said
W.C. Herndon, and if said deeds
be annulled and set aside
~~and said lands~~ ^{and said lands} held subject to the pay-
ment of the debts of said W.C.
Herndon, then their said debt
be paid out of the proceeds
of ^{the sale of} said lands. The tract of
land described in said deed of

W. L. Hendon wife to David P. Persons.
as follows: lying in the
Crock Orchard in Lee County
Virginia & bounded as follows:

Beginning at a stake on the North
bank of the North Fork of Powell's
River at the Mouth of Rees Creek
thence eastwardly with the meanders
of said river to the McCradie line
thence N 38 W - poles to a gum, two
chestnuts and a Spanish oak
corner to H. A. Bailey land, and with
lines of the same N 24 W 28 poles
to a white oak and chestnut
thence N 35° W 42 poles to three
white oaks, thence North with
Ponders line to Jones Creek and
with said Creek to Joseph Morcum
corner, thence southwardly with
Morcum's line to F. H. Debusk's
corner, thence with his several
lines and corners to Alfred John
son's land formerly Samuel
Persons land, thence with
lines and corners of said Per-
sons tract to James Sullivan's
land, thence with his lines
and corners to Matthew Jones's
land, thence with his lines and

comers to Lawson's land ^{his heirs and} ~~the~~ beginning, and also the
~~land~~ tract of land conveyed by
the said M. C. Kendon to William
Woodward, by deed dated on the
10th day of November 1893, which
deed is recorded in the Clerk's
Office of the Lee County Court-
in deed book No. 29 page 436,
& reference is hereby made to said
deed for a more particular description
of the said tract of land. This
petition is intended to effect
lands W. C. Kendon claims
shown conveyed to David P.
Persons and Wm Woodward,
by the deeds above mentioned.

Granman Thuttenworth

By J. H. Swell atty.

Virginia Lee County Court:

In the Office of the Clerk
of the said County the 2nd day of June
1894 this lis pendens was presented, and
Admitted to Record

Test: J. V. H. Richmond Clerk

Granman Thuttenworth
vs J. P. Persons
W. C. Henderson et al.

Recorded in deed
book 30 p. 149
J. V. H. Richmond
Clerk

Filed for record
June 2nd 1894,
J. V. H. Richmond
Clerk

Date of Judgment	By What Court Rendered	Time of Booking	Names & Residence of parties	Debt, damages & costs
1894 March 16th	Lee County Circuit Court	1894 Apr 3rd	Haynes, Henshaw & Co, Knoxville, Tenn vs W. C. Henderson, Lee co, Va	Debt - Judgment for \$587.05 with interest from the 4th day of October 1893 till paid & costs \$8.71: A \$2.50 Printer \$5.00. Co C 25c D 1.50

A copy

Given: S. V. F. Richmond clerk.

Haynes, Hanson & Co

Copy Budget Line
Book

W. C. Henderson

E.

C. CLK. 25-2

Lawren, M. Clung V. vs W. C. Herndon
 Parnis, Little V. vs " Same
 Berry, Gillins V. vs " Same
 Bullen & Newman " Same
 Ballard & Ballard & " Same
 Brown Magill V. vs " Same
 M. Milhiser V. vs " Same
 Knoxville Provision Co " Same
 Butt Young V. vs " Same
 W. W. Woodruff V. vs " Same
 Brandell Harris Tobacco Works " Same
 Allen Stephenson V. vs " Same
 George M. Miller V. vs " Same
 Sanford, Chamberlain & Allen vs Same
 L. C. Younger " Same

2
 Chancery

These causes came on to be heard
 again this day upon Motion of Haynes,
 Herndon V. vs, and was argued by Counsel;
 Upon consideration of which and it appearing
 to the Court that Haynes, Herndon V. vs have
 an attachment at Law pending in
 this Court and that they have a jud-
 gment at Law in this Court against
 M. C. Herndon, and that they are
 interested in the subject matter of
 these suits, and that they were not
 consulted about the decree entered in
 these causes on the 10th day of
 this month, the order of Continuance

in these causes entered on the
 10th of March, 1894 is hereby
 set aside, And the attached
 in ^{an motion of said Haynes, Benson & Co} each of these causes is
 finished the same not
 being made returnable to
 this Court, and these
 causes are continued

Courier, M. Clunget-al

vs. J. Deane

W. L. Harrison

C. D. D. Page 585

March 14/1894

Concluded
 H. A. N. M.
 3/14/94

December 19th 1893.

Invoice of Cattle, hay &c. by M.C.Parsons and J.E.Hobbs.

27 Scrub Calves @ 5.00	\$135.00
17 Cattle @ 10.20	173.40
Hay	52.00
1 Mowing Machine	10.00
1 Wagon	11.00
1 Old Mare	30.00
2 Oxen	50.00
1 Lot of Cull Lumber	10.00
	<u>\$471.40</u>
1 Mule sold before invoice to Emmet Parsons	75.00
2 Cows sold before invoice	40.00
	<u>\$586.40</u>

List of Accounts and Notes received from W.C.Herndon by J.P.H.

Charley Pennington	\$10.19
David Parsons	9.60
James Parsons	1.33
Alfred Johnson	1.60
James Smith	10.00
Bob Mullens	1.20
William Thomas	1.25
Mart Creech	9.43
Alex. Robbins	5.90
H.P.Dixon	2.52
A. Morris	39.65
Emv Woodward	.60
Martin Collier	12.58
Marion Parsons	7.65
William Cooper	4.88
Wilson Carroll	4.56
Zion Parsons	1.37
Abraham Zion	5.30
Alis Zion	2.85
Bud Pennington	1.33
Frank Arney	1.30
Silas Stapleton	.55
Elihu Hoover	11.25
Susan Elv	1.63
C. Slemph	13.41
Elisha Robbins	.60
Susan Bailey	1.38
Will G.Robbins	5.37
Lias Wax	7.74
Charley W. Waddle	3.40
Minter Bailey	9.96
W.R.Robbins	14.95
T.P.Smith	3.50
T.G.Johnson	11.00
John C.Robbins	2.50
Robert Mullens	8.20
H.P.Dixon	5.02
Martin Collier	6.05
J.D.Pennington	28.88
Same	9.52
J.R.Lanningham	33.41
	<u>\$312.41</u>

ads. Invoice of cattle &c.
also List of Accounts
and Notes.

Duncan & Hyatt, p.d.

December 19th 1893.

Invoice of W.C.Herndon Stock of goods

By H.Barton and P.B.Cecil.

3	Ladies Hats	5.25	: 1	Piece Cashmere	.60
3	" "	3.75	: 1	" "	6.90
2	" "	.80	: 1	" "	5.37
3	Men's Hats	.75	: 1	" "	5.00
3	Boys' Hats	.50	: 1	" Flannel	3.90
5	Men's "	1.25	: 1	" "	2.25
5	" "	1.25	: 1	" Delane Cotton	10.80
8	" "	5.60	: 1	" Cambric	1.65
4	Mens "	.66	: 1	" Gingham	1.75
3	Misses "	.75	: 1	" "	.93
3	Ladies Hats	3.30	: 1	" Delane Cotton	1.81
1	" "	.80	: 1	" Gingham	.75
2	" "	1.50	:		216.03
1	" "	1.00	: 1	Piece Gingham	1.89
1	" "	.75	: 1	" "	.75
1	" "	.75	: 1	" Linsey	4.20
1	" "	.75	: 1	" "	3.00
1	" "	.80	: 1	" "	.83
2	Men's "	1.50	: 1	" Cotton Check	.37
2	Ladies "	.25	: 1	" Linsev	3.64
3	" "	3.00	: 1	" Cotton Plaid	1.57
3	" "	1.80	: 1	" "	1.05
3	Mens "	.75	: 1	" Shirting	3.60
2	" "	2.75	: 1	" Ticking	2.00
		40.26	: 1	" Drilling	1.20
3	Men's Hats	8.00	: 1	" Cotton	1.40
4	" "	3.00	:	\$58 Yds. Prints	42.90
11	" "	11.00	: 2	" P. K.	1.60
6	" "	4.50	:	15 Ladies Hats	9.00
11	" "	4.40	:	30 Ft. #	9.00
1	" "	1.00	:	3 Collar Pads	.75
5	Boys' "	1.25	:	2 Cloth Collars	.50
6	Men's "	1.50	:	1 Piece Bedtick	5.20
3	Boys' Ha"	.75	:	1 Lot Clothing	170.00
6	Mens Hats	6.00	:	1 " Shirts	5.00
5	" "	2.50	:	1 " Sundries	4.00
1	" "	.75	:	1 Piece quilt Lining	2.08
6	" "	4.50	:	3 " Sheating	9.18
2	" "	2.00	:	1 " "	2.94
5	" "	3.00	:		503.68
2	" "	1.50	:	22 Pieces Prints	55.88
3	" "	3.00	:	1 " Flannel	5.21
3	" "	3.00	:	1 " Linsev	7.25
11	" "	6.60	:	1 " "	7.20
6	" "	3.60	:	1 " Flannel	3.50
6	Caps	6.00	:	1 " Jeans	10.35
6	" "	2.64	:	1 " "	7.20
5	" "	5.00	:	1 " "	6.05
3	" "	3.00	:	4 " Cotton Plaid	11.16
		128.75	:	1 " Towelling	2.00
1	Piece Jeans	3.87	:	1 " Cotton ade.	9.30
1	" "	.41	:	1 " Corduroy	7.20
1	" "	.42	:	2 Do Shirts	6.00
1	" "	.75	:	1 Show Case & contents	25.00
1	" Cashmere	9.90	:	14 Prs. Slips	2.10
1	" Jeans	5.60	:	2 Towells	.16
1	" "	3.00	:	5 " "	.31
1	" Oil Cloth	1.33	:	1 Job Lot Hosiery	3.00
1	" Canton Flannel	2.17	:	1 Gloves	.50
1	" Bleached Do.	4.03	:	1 " "	1.00
1	" " "	2.86	:	4 Corsets	.80
1	" " "	2.19	:	10 Pr suspenders	2.50
1	" " "	1.13	:	1 Do Suspenders	2.40
1	" Quilt Lining	2.59	:	1 " "	264
1	" Cashmere	5.32	:	1 " "	1.32

5 Pr. Suspenders	5.00	1 Accordion	1.00
2 Shirts	1.00	4 Bunches Cotton	3.00
6 "	3.30	6 Do. Ginger	6.00
1 Do. Suspenders	1.50	5 " Iron Tonic	16.65
18 Prs. Children Hose	.90	6 " Ginger	6.00
1 Do. Prs Suspenders	1.50	12 " Essence	6.00
10 " "	1.25	1 " Oil Cinnamon	.75
5 Prs. Gloves	2.50	Crackers	1.00
3 Valices damaged	1.00	Smoking Tobacco	2.40
6 Shawls	1.25	12 Prs Half soles	1.20
2 "	1.50	12 Do. Essences	3.60
5 "	3.00		814.68
9 Bed Spreads	3.60	5 Lbs. Sulphur	.13
3 Clocks	4.50	1-2 " "	.20
1 Bbl Candy	12.35	1 Bot. Nitre	.75
3 Do Esse	1.80	Copperas	.12
1 Lot Stock Powders	2.33	1 Bottle Pills	.50
1 Do. Cordial	.60	1 Bunch Tacks	.80
3 Cakes Soap	.15	1 Do King Pain	1.00
Pills	1.45	1 Gal. Castor Oil & can	1.75
14 Bottles quinine	1.17	1 " Turpentine	.50
10 " K Oil	.70	1 Lot Sundries	60.00
10 " Cordial	.50	2 Bbl cider	15.50
11 " Relief	1.37	1 Keg Soda	5.00
9 " Bateman's drops	.45	700 Lbls. Coffee	154.00
2 Do. Paragoric	.60	1 Do. Brooms	2.00
2 " B. Drops	.60	1 Bbl. Sugar	18.06
1 " Sweet Oil	.60	552 Lbl. Bacon	55.89
	730.97	16 1-2 Bbl. Flour	53.13
3 Bottles Morphine	1.32	10 " "	40.20
3 " Hair Dye	.37	2 Sides Leather	5.88
Laudanum &	.43	2 " "	4.72
7 Bot. Vermifuge	.87	1 Saddle	7.00
8 " Calomel	.20	1 " "	8.00
7 Boxes Worm Candy	.70	1 " "	5.50
7 Sewing Machine Oil	.35	1 " "	6.00
1 Do. Rough on Rats	.75	2 Prs. Bridle Bits	.40
3 " Tincture Iron	.90	1 Box Soda	1.80
2 Lamps	.25		1263.51
1 Job lot belts	1.00	1 Box Rasins	1.70
2 1-2 Do Box Buen	.75	2 Boxes Tobacco	5.76
5 Locks	1.25	2 " "	11.25
2 Do. Window Hinges	2.00	2 " "	14.40
12 Sets Spoons	1.00	1 Job Sundries	10.00
1 " "	.60	1 Stove	6.00
4 Peg Oil Halps	.20	50 lbs Ox. Shoes	3.13
Tacks	.10	8 Lanterns	3.00
1 Do. Harps	.60	2 " "	.50
2 Sets Table Knives	1.20	25 Tin Buckets	3.13
2 " " "	.50	25 Pint Cups	.63
2 " " "	.60	5 Girths	.41
2 " " "	.60	5 Looking Glasses	1.75
4 Files	.25	3 " "	1.35
8 Knives	.80	2 " "	1.10
1 " "	.37	20 Gals. Syrup	5.00
	748.93	3 Pitch Forks	.75
9 Pocket Knives	1.35	1 Do. Oil cans	3.66
3 " "	.10	250 Lbs Bacon	25.31
5 " "	.50	4 Sides Leather	16.72
5 " "	1.00	Salt	.50
1 Lb. Copper Rivets	.25	Mattress	4.00
8 Boxes Cartridges	3.60	2 Snathes	.50
19 Lamp Globes	.48	3 Stoves	18.00
1 Banjo	1.00	1 " "	10.50
1 " "	2.50	3 Kettles	1.32
1 Violin	1.50		1413.88
1 Accordion	1.65	3 Brass Kettles	2.97
1 " "	1.00	6 Coal Hods	1.50
1 " "	1.50	1 Oil Tank	4.75
1 " "	1.75	3 Coffee Mills	1.20
1 " "	.50	12 Prs. Mens Shoes	9.00
		15 " " "	11.25
		9 " " "	9.00
		6 " " "	6.00

11	Prs. Mens Shoes	15.40
12	" " "	12.00
18	Childrens "	4.50
30	Ladies "	22.50
15	" "	12.75
18	" "	12.60
11	" "	9.35
6	Boys' "	3.60
7	Childs "	1.40
2	" "	1.00
17	" "	8.50
4	Ladies Rubbers	1.00
2	Arctic "	1.30
5	Ladies Shoes	3.75
29	" "	18.85
7	Men's Shoes	8.05
10	" "	10.00
10	" "	10.00
		<u>1616.10</u>
6	Prs. Men's Boots	12.00
41	" Ladies Shoes	32.80
27	" " "	21.60
6	" Men's "	5.40
10	" " "	12.25
6	" Boots	15.00
2	" " "	5.00
50	" Childes Shoes	20.00
60	" " "	21.00
50	" Misses "	25.00
12	" Men's Boots	30.00
12	" " Shoes	13.20
12	" " "	12.00
12	" " "	12.00
47	" Ladies Shoes	32.90
9	" Men's Boots	13.50
10	" Boys' "	10.00
10	" Mens "	15.00
41	" Misses "	26.65
20	" " " Job	10.00
12	" Men's Shoes	12.00
9	" " Boots	22.50
17	" " "	17.00
7	" " "	7.00
30	" Misses Shoes	12.00
11	" Men's Boots Job	11.00
		<u>2042.90</u>

10	Prs. Mens Boots Job	10.00
25	" Boys' Shoes	15.00
12	" " Boots	12.00
36	" " Shoes	45.00
18	" Childs "	4.50
17	" Ladies "	8.50
1	Bill Jeans Pants	39.75
1	" Clothing	306.90
1	Do Shirts	6.60
1	" "	9.00
1	" "	6.00
1-2	" Umbrellas	3.60
1	Grate Complete	1.75
1	Do. Men's Hats	12.00
1-2	" " "	4.50
2	Hats	3.00
6	" "	3.00
1	Ladies' Hat	1.00
6	Prs Gloves	6.00
2	Suits Clothing	6.00
3	" "	12.00
4	" "	16.00
3	" "	9.00
1	" "	5.00
2	" "	10.00
4	Boy "	6.00
		<u>2605.00</u>
3	Suits Clothing	12.00
4	" "	5.00
3	" "	34.00
3	" "	12.00
2	" "	10.00
3	" "	12.00
4	" "	20.00

Total invoice of
Goods by H. Barton
and P. B. Cecil.....\$2700.00

A Copy.

Ads. 2 Invoice of Goods.

Cowan McClung & Co.

Duncan & Hyatt, p.d.

Invoice of Goods

2045-20

H. SPIRO.

J. SPIRO.

In remitting please prepay express charges. All orders by mail will receive prompt attention.

Knoxville, Tenn., Dec 11 1893
Mr W. C. Henderson

Cytherea

In Acct. with **SPIRO & BRO.**

REFINERS OF PURE

APPLE
ORAB
PEACH
GRAPE
CHERRY

CIDERS

ALSO MANUFACTURERS OF COOPERAGE.

TERMS

93 WEST SIDE GAY STREET.

Oct 31

To Mdse. as per Bill Rendered.

Notary fee

15 50

50

16

DEAR SIR:—Above we hand you Statement of Account, which we trust has proven satisfactory.
Hoping to receive further and larger orders, we are,

Truly yours,

SPIRO & BRO.

State of Tennessee, County of Knox:

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn, _____

_____ J. Spring
to me well known, and made oath in due form of law, that the within account against _____

_____ W. B. Hendon / Cynthia C. Hendon
amounting to _____ Sixteen _____ Dollars

is justly due _____ J. Spring
of which firm he is _____ a member _____ after the allowance of all credits

to which the said _____ W. B. Hendon / is _____

entitled, as he verily believes.

Subscribed and sworn to before me this _____ 11th _____ day of

_____ Dec _____ 1893

_____ W. B. Hendon /
Notary Public.

VIRGINIA--LEE COUNTY, TO-WIT:

TO M. A. Kirk D. Sheriff Constable of said County:

I HEREBY COMMAND YOU TO SUMMON.....

H. C. Herndon

If to be found in your District to appear at office in the town of Lexington in said county, on the

16th day of Dec 1893 before me or such other Justice of the said County, as may be thereto

try this warrant, to answer complaint of.....

H. Spiro & Jas. Spiro

doing business under the firm name of Spiro Brothers

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$16.00 due

by account, and then and there make return of this warrant,

Given under my hand the 16th day of Dec 1893.

John F. Buegin J. P.

Against

On the.....day of.....189 .
(In debt.)

At.....in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$, with interest thereon from the

..... day of.....189 , till paid, and \$... for costs.

....., J. P.

VIRGINIA--Lee County, To-wit: To..... Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

....., in your county, you cause to be made the sum of \$..... with
interest thereon from the..... day of.... 18 , till paid, which.....

.....has recovered before.....

warrant in debt, and also the sum of \$..... which were adjudged to the said.....

.....for costs in prosecuting said warrant.

Given under my hand the.....day of.....18 ;

J. P

Spiro & Brother
or } Harraut
H. C. Henderson

~~Exchanged~~ Dec.
120th Exchanged
140th Janine
Dec. 26/93
M. B. Kirkwood.
for C. C. Harvey
S. C. C.

Virginia
To the Sheriff, or any Constable of the County, to wit:

Whereas E. W. Pennington agent for H. Spiro and J. Spiro merchants trading under the firm and style name of Spiro & Brothers, has this day made complaint on oath before one J. F. Buggin a Justice of the Peace of the County wherein it was averred in said affiant's oath, W. C. Herndon last resided before he removed from this State, and wherein he has estate or debts owing to him; that the said W. C. Herndon is justly indebted to said Spiro & Brothers in the sum of \$16⁰⁰ which will become due on the 1st day of January, 1894; and that the said affiant believes that the said W. C. Herndon intends to remove, or is removing or has removed his effects out of this State, so that there will probably not be therein sufficient effects of the said W. C. Herndon to satisfy the claim aforesaid of said Spiro & Brothers when judgment is obtained therefore should any the ordinary process of law be used to obtain such judgment. These are therefore in the name of the Commonwealth to require you to attach the estate of said Herndon for the amount of said claim of said Spiro & Brothers and such estate so attached in your hands to secure that the same may be forthcoming

and liable to further proceedings to be had thereupon at E. H. Pennington's law office in the town of Pennington Gap in said County on Thursday Dec. 26th 1893, before me or such other justice of said County, to whom you are to make due & true return of this warrant & how you have executed the same. Given under my hand this 16th day of Dec. 1893.

John F. Burgess J. P.

He designate John O. Herndon, Wm. Woodward, Larkus Herndon and David Parsons as being indebted to or having in their possession effects of said H. C. Herndon the defendant in the within attachment
Spire & Brother.

per Pennington Bros.

To John O. Herndon, Larkus Herndon, Wm. Woodward & David O. Parsons. You have been designated as persons indebted to or as having in your possession effects of H. C. Herndon against which the within attachment has been issued. You are therefore required to appear on the 26th Dec. 1893 at E. H. Pennington's law office in the town of Pennington Gap, before me and disclose on oath in what sum you are indebted and what effects of the said H. C. Herndon are in your hands. This Dec. 16th 1893

John F. Burgess J. P.

Spies & Brothers
as } Attachment

W. C. Herndon et al

Executed on the 21st
day of December by
delivering true copies
of the within attach-
ment to David P.
Parsons, Wm. Wood-
ward, John D. Herndon
and Larkin Herndon

M. R. Kirk D.S.

for C. Z. Mayes
S. L. C.

Virginia Lumber Co., to wit:-

This day C. H. Huntington agent for
H. Spiro & J. Spiro

partners in trade under the style & firm of Spiro & Bros
personally appeared before me J. F. Burgin
a justice of the peace in and for the
said County of Lee & State of Va and made oath
that H. C. Merndon 1st is justly indebted to the
said Spiro & Bros in the sum of \$1600
which ~~sum~~ said debt will be due payable
on or before Jan 1st 1894. 2nd That said H. C. Merndon
is not a resident of this state but has estate
and debts owing to him in said County of
Lee. 3rd That to the best of the affiant's belief the
said Merndon is removing, intends to remove, or
has removed his effects out of this state so that there
will not probably left therein sufficient effects of said Merndon,
to satisfy said claim, ^{which judgment is obtained} should the ordinary process
of law be used to obtain judgment. 4th
That the said Merndon has assigned or is assigning
or about to assign his property with the intent to
hinder, defraud & delay his creditors. 5th That he
has converted, is converting or about to convert
his property into money securities & evidences of
debt ~~to that~~ with the intent to hinder, defraud
& delay his creditors Given under my hand
this Dec-16th 1893

J. F. Burgin J.P.

Spencer, B. 1850

N.S. } Affidavit -

W.C. Hendon

Sprio & Brothers } On attachment

vs
H. C. Herndon et al }

At E. St. Pennington's law of-
fice in the town of Pennington Cap.
Lin County Va on the 26th day of
Dec. 1893

Upon hearing judge is
rendered for the plaintiff for
the sum of \$16.00 with interest
from the 1st day of Dec. 1893, and
\$3.00 costs. It is ordered that
M. R. Kirk D. J. for C. E. Flannery
sheriff of Lin County, do make
sale of six chairs now at L. M.
Slumps old store - house in Pennington
Gap, and one old mowing machine
& rake, some old hoes, plows
& gearing, bedsteads, cupboard
& table and an old Cook stove
now on the premises of David
A. Parsons in Lin County attach-
ed * effects * as the law di-
rects and pay & satisfy the
said judgement to said plain-
tiff & return the surplus to said
defendant.

Given under my hand this
Dec. 26th 1893

John F. Burgin J. D.

Spino & Bro-
vs { Judget on
attachm^{ts}
J.C. Herndon

Executed December 27. 1893
By leaving on one old
mowing machine one old
hay rake two old
turning plows two old
bedsteads one old cut-board
one old table two axes
two horse collars two pair of
hamers two pair of traces chains
one needle gun and six
chairs one old clock one
old cook stove one old
plow stock and old plow
The goods are chattels of
W.C. Herndon
to satisfy our judgement
and execution & have in my
hands in favor of Spino & Bro
vs W.C. Herndon
M.R. Kirk D.C.
for to & January 3 & 6

Rec'd on within execution \$5⁰⁰ from
M.R. Kirk D.C. of the Co, this Jan 9th 1894
E.M. Cunningham
Rec'd of M.R. Kirk D.C. \$1⁰⁰ my costs, Jan 9th 1894
John Sturgis J.C.
Rec'd on within my costs \$3.00 - Jan 9th 1894
M.R. Kirk

Joseph McTeer, Chas. McTeer and Wm. M. Hood merchants and partners in trade doing business under the firm name and style of McTeers, Hood & Co.

Vs.

John P. Herndon, Larken Herndon, Wm. Woodward, David P. Parsons and John C. Stapleton, Defendants

The object of this suit is to have the deed of W.C. Herndon and wife executed on the 14th. day of March, 1893 to David P. Parsons conveying a certain tract of ^{land} lying and being Lee County, on the waters of Jones' creek and the North Fork of Powels river, in the a Pocket and Crab Orchard Country and containing some 1200 acres, vacated and set aside and held for naught, and the land subjected to the payment of the said plaintiffs a debt of \$228.30 and the costs of this suit. Said Land is the same land which was conveyed to the said W.C. Herndon by Larken Herndon, Tobias P. Hughes and John B. Pennington and is Bounded as follows, to-witt: Beginning at a stake on the North bank of the North Fork of Powels river at the mouth of Reeds Creek, thence eastwardly with the meanders of the said river to the McCreddie line, thence N. 38 W. poles to a gum, two chestnuts, and a spanish oak, corner to H.A. Bayleys land, and with lines of the same N. 24 W 28 poles to a white oak and chestnut, thence N. 35 W. 42 poles to three white oaks, thence northwardly with Parkers line to Jones Creek and with said creek to Markum's corner, thence with Markum's line southwardly to A.K. DeBusk's corner, thence with several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corners of the said Parsons tract to James Quillen's land thence with his lines and corners to the ~~land~~ Mathew Zion's land, thence with his lines and corners to Larson's land, thence with his lines and corners to the Beginnington, and also the tract of land conveyed to the said W.C. Herndon by said Larken Herndon and John B. Pennington by deed dated July 20th. 1889, and recorded in the clerk's office of the county Court of Lee County

M^{rs} Leers Hord & Leo
vs J Leis Gunders
W. L. Herndon et al

Recorded in Deed
Book 30 F 160

J. D. F. Richmond Clerk

"1"

Filed for record
June 7th 1894
J. D. F. Richmond Clerk

of more fully than description of said deed of 1891.
to both of which last mentioned deeds reference is here made
books of the Lee County Court in deed book no 29 page
the 10th day of Nov. 1891, which deed is also recorded in the
of land conveyed by the said W. C. Herndon to William Woodward on
in deed book number twenty five page 10 & 11 being the same place

Larkin Herndon, Petitioner.

vs.

W.C.Herndon, John P.Herndon, David P.Parsons and Wm.Woodward.

Memorandum.

Whereas Larkin Herndon has filed his answer and petition in the chancery cause now pending in the Circuit Court of Lee County, Virginia, of James D.Cowan, C.J.McClung, R.M.Rhea and Jacob L.Thomas, merchants and partners in trade under the firm name and style of Cowan McClung & Co. against W.C.Herndon, Larkin Herndon, John P.Herndon, David P.Parsons, William Woodward and John C.Stapleton, the general object of which suit is to set aside a sale and conveyance made by W.C.Herndon and wife to David P.Parsons of a tract of land described in a deed dated on the 14 day of March 1893 and filed as an exhibit with said bill, also to set aside a mortgage given by the said W.C.Herndon to William Woodward ~~dated~~ dated on the 10th day of November 1893 and also filed as an exhibit with said bill, also to set aside a sale of goods, wares and merchandise a lot of cattle, a wagon and team, &c., alleged to have been made on or about the 10th day of November 1893 to Larkin and John P.Herndon, and to subject said lands and goods to the payment of the claim of the said Cowan McClung & Co., set up in their said bill. Now the object of the petition filed in said cause by the said Larkin Herndon is, if the Court should set aside the sale of goods and other personal property made by the said W.C.Herndon to the said John P.Herndon on the 11th day of November 1893, by which the said W.C.Herndon provided for the settlement of the debts held against him by the said Larkin Herndon, then to enforce his said debts against said W.C.Herndon, mentioned in said answer and petition, amounting in the aggregate to the sum of two thousand two hundred dollars and ninety cents (\$2200.90) on said 11th day of November 1893 including interest up to that day, and the further sum of \$325.00 for which the said Larkin Herndon was security of the said W.C.Herndon to the Pennington Gap Bank and which he had to pay on the 15th day of December 1893, and the further sum of \$250.00 for which he is the security of the said W.C.Herndon to one John Holmes, and to provide for the payment of the same out of the effects of the said W.C.Herndon, to wit, said stock of goods wares and merchandise sold and de-

livered to the said John P. Herndon on said 11th day of November 1893, an invoice and appraisement of which is filed with the answer of John P. Herndon to said bill, the tract of land described in the deed of the said W.C. Herndon and wife to David P. Parsons, lying in the Crab Orchard Lee County Virginia, and bounded as follows: Beginning at a stake on the North bank of the North Fork of Powell's River at the mouth of Reed's Creek, thence eastwardly with the meanderings of said river to the McCradia line, thence N. 38 W. ---- poles to a gum, two chestnuts, and a spanish oak, corner to H.A. Bailey's land and with lines of same N. 24 W. 28 poles to a white oak and chestnut, thence N. 35 W. 42 poles to three white oaks, thence North with Parker's line to Jones' Creek and with said Creek to Joseph Marcum's corner, thence southwardly with said Marcum's line to A.K. Debusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parsons' land, thence with lines and corners of said Parsons tract to James Quillen's land, thence with his lines and corner to Matthew Zion's land thence with his lines and corners to Lawson's land, thence with his lines and corners to the beginning, and also the tract of land conveyed to the said W.C. Herndon by Larkin Herndon and John B. Pennington by deed dated on July 20th 1889 and recorded in the Clerk's Office of the County Court of Lee County in Deed Book No. 25, page 163, it being the same tract of land conveyed by the said W.C. Herndon to William Woodward on the 10th day of November 1893 which deed is also recorded in the Clerk's Office of the Lee County Court in Deed Book No. 29 page 436 to both of which last mentioned deeds reference is here made for a more particular description of said tract of land.

Larkin Herndon

Filed for record March 8th 1894

A. V. St. Richmond Clerk

Virginia Lee County to wit:

In the Office of the Clerk of the
Said County the 8th Day of Mch 1894 the foregoing
Lispendus was presented and admitted to
record.

Test: J. V. L. Richmond Clerk

493-5
1/2

FROM
Simon's Book
COMPANY,
RICHMOND, VA

Larkin Herndon
vs $\frac{1}{2}$ Memorandum

W. C. Herndon et al
~~vs~~
Records Dist Court
No 30 Page 69
~~in~~

San Richmond
Clerk

Examine

Cowan, McElwain, & Co. and other cause ordered to be
brought on to be heard therewith --- Plaintiff -
vs. C. Sheridan & at - - - Defendants.

To Messrs David P. Parsons - Wm. Woodward and John
C. Stephens :-

You are hereby notified, that on the 1st day of
May, 1861 at the office of R. B. Cunningham in the Town
of Tunnicliffe N. B. between the hours of 4 A. M. and 8
P. M. we shall proceed to take the depositions of
James M. Tansley and others to be read in
evidence in behalf of Cowan McElwain & Co. and those other
causes have been ordered to be brought therewith to
be heard, in a certain suit in Chancery now pend-
ing in the Circuit Court for the County ~~of~~
~~Tunnicliffe~~ wherein ~~you~~ Cowan McElwain & Co. and
other plaintiffs whose cause have been ordered to be
brought on for hearing therewith are complainants
and Th. C. Sheridan, John P. T. Larkins Sheridan, Wm.
Woodward, David P. Parsons and J. C. Stephens are
Defendants; and if from any cause the taking of the
said depositions are not commenced, or if com-
menced but not concluded on that day, the taking
thereof will be adjourned from day to day or from
time to time and at the same place and be-
tween the same parties until the same are
completed.

Yours Truly
Cowan McElwain & Co. Attorneys
for counsel-

April 28, 1861

for
John C. Stoddard

Cowan, McClung & Co.,

L.C. Younger,

Crandle Harris Tobacco Works,

W.W. Woodruff & Co., et al.,

vs.

W.C. Herndon, et al.,

Complainants.

Defendants.

Pursuant to decree rendered in the above cause on Sat., June 9th, 1894, by the Circuit court for Lee county, Virginia, I, the undersigned special commissioner, will on the 24th day of September, 1894, sit in my office on the 3rd floor of the court house of said county, for the purpose of ascertaining the priorities of the debts of the complainants and petitioners in this cause, mentioned in the said decree. Any other matter required by interested parties, or deemed pertinent by myself will be reported.

Notice is hereby given all parties and their attorneys of the above time, place and object.

This Aug. 3, 1894.

E. W. R. Ewing,

Special Commissioner.

I hereby accept service of the within
 notice for the following parties, v. v.
 Cowan M^c Clung & Co., Cowan Maguire & Co.
 W.W. Woodruff & Co., George M^c Miller & Co.
 Paine & Lott & Co., Hill & Lloyd & Co.
 M.L. Ross & Co., Sanford Chamberland
 & Albin, Knoxville Trust Co., Spence
 & Co., Graedel Harris Tobacco Works,
 L. C. Younger, M. Mihner & Co., Roth
 Young & Co., Ballard & Ballard Co.
 Morrison Medicine Co., W.S. Hunt &
 Hall & Wood Mfg Co., Knoxville Pro-
 vision & Sugar Co., Allen Stephens & Co.
 M^c Lewis & Paine, Hood & Co and Spruce
 Bros.
 Pennington & Braswell.

I hereby accept service of the
 above notice for Cullen & New-
 man; Berry Gilliam & Co.;
 Elhart, Jayner & Co., & M.R. Robins
 & for myself as their atty,
 This Aug. 4, 1894,

J. M. Braswell.

I accept service for Haynes, Henshaw & Co., and as
 atty &c. Aug 6th 1894. Wm A. Orr.

Service of the foregoing notice is accepted.
 This August, 7th 1894.

B. H. Sewell, atty,
 for Haynes & Co.,
 Louisville Tin Plate Co.,
 Grauman & Chellsworth
 Paine & Lott & Co.

Cowan, M. Chingles.,
et al.
vs. { Court Notice.
W. L. Herndon, et al.

Acceptance on inside.

I posted a true copy of
the within notice at
the front door of the Lee
Co. C. H. for more than 30
days previous to my sitting -
from under my hand.

E. W. R. Ewing,
Special Commissioner.

A-

August the 29th 1893.

One day after date I promise to pay J.P. Herndon Five hundred Dollars for value received of him, waiving all homestead exemptions as to this debt. Witness my signature and seal.

W.C. Herndon (Seal.)

\$200.00 One day after date I promise to pay to Larkin Herndon Two hundred Dollars, for value received, waiving my homestead as to this note. Witness my hand and seal this July 10th 1891.

W. Craig Herndon (Seal)

Cynthia Herndon (Seal.)

Fritts Lee County Va.

\$300.00 One day after date I promise to pay to the order of Larkin Herndon three hundred Dollars and 00 Cents for value received, and I hereby waive the benefit of my homestead exemption as to this debt. Witness my hand and seal this 9th day of May 1892.

W.C. Herndon (Seal)

January the 1st 1892.

One day after date we promise to pay Larkin Herndon Seven hundred and Eighty Eight Dollars and Eighty cents for value received of him, waiving our homestead exemption as to this debt. Witness our hands and seals.

W.C. Herndon (Seal.)

Cynthia Herndon (Seal.)

\$200.00

June the 7th 1892.

One day after date we promise to pay Larkin Herndon on order Two Hundred dollars, without defalcation, for value received. And we do hereby confess judgement therefor, and release errors and we do hereby waive all stay of execution from and after maturity of the above note, and all laws exempting property from execution; and agree that all our property and effects may be taken in execution to pay the sum aforesaid

W.C. Herndon (Seal.)

Cynthia Herndon (Seal.)

On the back of this note appears the following: - Credit the within note \$8.18 April 20th 1893: and Credit the within Note \$8.00 September 2nd 1893.

August 10th 1893

Twelve months after date I promise to pay Larkin Herndon five hundred and seventy five Dollars \$575.00 for value received of him, -waiving all homestead exemptions as to this debt. Witness my hand and seal.

W.C. Herndon (Seal.)

Pennington Gap Bank, Virginia.

\$325.00

Pennington Gap, Va., Oct. 14th 1893

Sixty days after date I promise to pay to the order of John J. Stapleton and Larkin Herndon Three Hundred and twenty five Dollars, at Pennington Gap Bank, of Pennington Gap, Va., for value received, and I waive the benefit of my homestead exemption as to this debt.

Given under my hand day above written.

The undersigned principal and endorsers of this note, which is filled up before signing, agree that if the same is placed in the hands of an Attorney at law for collection or has to be sued on, that we will pay ten per cent Attorney's fees, in addition to principal and interest which fee shall be added and become part of judgement.

Due December 13th 1893.

W.C. Herndon.

On the back of this last mentioned note appears the following:--
We, as endorsers of this note, waive demand, protest, and all exemption laws and guarantee payment of same, and acknowledge that we sign with a full understanding on this notice.

Larkin Herndon

J.J. Stapleton.

And across the face of this note is stamped:--

Pennington Gap Bank,

Paid

Dec 15 1893

Pennington Gap, Va.

Fennimore Gap Bank, Vermont.

Dec 1, 1903

1903

Fennimore Gap Bank,

and across the face of this note is stamped:—

A. J. Herndon

Fennimore Gap Bank

This note is valid on all notes.

It is the intention of the bank, and it is hereby declared that no other note

is to be taken as evidence of this note, and it is hereby declared that no other note

on the back of this note mentioned note appears the following:—

The following is the list of notes:

W.C. Herndon et als.

Ads. Copy of Notes.

Cowan McClung & Co.

Duncan & Hyatt, p.d.

Copy of Notes

Fennimore Gap Bank, Vermont.

Fennimore Gap Bank, Vermont.

W.C. Herndon (1891)

The following exemptions are to be made:—

One and seventy five dollars \$175.00 for value received of \$175.00.

Twelve months after date I promise to pay to the order of John J.

January 10th 1903

Cowan, McClung & Co.,

L.C. Younger,

Cradle Harris Tobacco Works,

W.W. Woodruff & Co., et al.,

Complainants.

vs.

W.C. Herndon, et al.,

Defendants.

Pursuant to decree rendered in the above cause on Sat., June 9th, 1894, by the Circuit court for Lee county, Virginia, I, the undersigned special commissioner, will on the 24th day of September, 1894, sit in my office on the 3rd floor of the court house of said county, for the purpose of ascertaining the priorities of the debts of the complainants and petitioners in this cause, mentioned in the said decree. Any other matter required by interested parties, or deemed pertinent by myself will be reported.

Notice is hereby given all parties and their attorneys of the above time, place and object.

This Aug. 3, 1894.

E. W. R. Ewing,

Special Commissioner.

Cowen, McLung & Co.

L. C. Younger,
Et al, Et al.

vs.

Notice, &c.

W. C. Herndon, et al

Executed Aug 29 1894
By delivering a
copy of this Notice
to Will Woodward
& David Parsons
M R Kirk D.S.
per E. E. Leland
S. J. C.

Commonwealth of Virginia,

To the Sheriff of the County of Granting:

We Command you, that you
summon Jos. R. Pennington, H. B. Dixon,
David P. Parsons, Wm. D. Gilbert
Johias P. Smith, R. H. Schuck, J. M. Parsons
Andrew J. Bayley

to appear at 9 o'clock on May 1st 1894
at the law office of E. W. Pennington
in the town of Pennington Gap, Lee
County, Va. to testify and the truth
to speak in behalf of Cowan, Mc-
Lung & Co. and others in a certain
chancery cause wherein said
Cowan, McLung & Co. and others
are plaintiffs and W. C. Sturden,
and others are defendants.

And this they shall in no wise
omit, under the penalty of \$20⁰⁰.
And have them & there this writ.

Witness R. B. Munsey, Clerk of
our said Circuit the 23rd day of
April, 1894, and in the 118th year of
the Commonwealth.

R. B. Munsey
Clerk.

2.50
1.40
1.00
1.50

6.60

Cowan, McCleung & Co
vs. Spa for Witnesses

W. C. Hurdan et al

Do 1st day of May 1894

at E. H. Pennington's office

In Pennington Gap, Va

Executed April 26th 1894

By summoning the
within witnesses of this
spa to take depositions

M R Kirk D S

for C O Flanary

O L B

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*W. L. Herndon, Larkin Herndon
John P. Herndon, David P. Parsons, William Woodward
and John L. Stapleton*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *first* Monday in *January*, 1893, to answer a bill in Chancery,

exhibited against *them* in our said court by *James D. Cowan, Charles J. Mcclung, Mathew Mcclung, Jacob L. Thomas and Robert M. Rhea* Wholesale Merchants and partners in trade under the firm & style of *Cowan Mcclung & Co*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *8th* day of *December* 1893, and in the *118th* year of the Commonwealth.

A Copy Teste

A. B. Munsey Clerk.
A. B. Munsey clerk

The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of 15.0 tracts, the first of which is now in the hands of David P. Parsons and I bound it as follows to wit:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 33 W. --- go to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po. to a White oak and Chestnut, thence N. 35 W. 42 po. to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-163.

J. B. Pennington clerk

Cowan McKelvey & Co

VS. { SUBPENA
IN CHANCERY.

Wm. Herndon et al

G. A. Curington p. q.

To 1st January Rules,
Circuit Court.

Executed Dec., 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larken Herndon, John C. Stapleton, Wm. Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows:

all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 33 W. --- go to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po. to a White oak and Chestnut, thence N. 35 W. 42 po. to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-163.

J. B. Pennington clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*W. B. Herndon, Larkin Herndon
John P. Herndon, David P. Parsons, William Woodward
and John L. Stapleton*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *first* Monday in *January*, 189 *3*, to answer a bill in Chancery,

exhibited against *them* in our said court by *James D. Cowan, Charles J. Mcblung, Mathew Mcblung, Jacob L. Thomas and Robert M. Rhea, Wholesale Merchants and partners in trade under the firm & style of Cowan Mcblung & Co*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *8th* day of *December* 189 *3*, and in the 11 *8th* year of the Commonwealth.

A copy Teste *A. B. Munsey* Clerk.
A. B. Munsey Clerk

The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the

said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Josepn Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-163.

A. B. Mursey Clerk

vs.

**SUBPÆNA
IN CHANCERY.**

p. q.

To Rules,
Circuit Court.

Executed Dec., 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larken Herndon, John C. Stapleton, Wm. Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Josepn Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-163.

In the Clerk's Office of the Circuit Court of the County of
Lee on the *1st* day of *January* 189*4*.

against *Cowan Mcclung & Co*

Plaintiff

In Chancery

W. C. Herndon et al

Defendant

The object of this suit is to ~~to~~ ^{to} set aside and annul the deed of *W. C. Herndon* wife to *David P. Parsons* dated *March the 14th 1893*. 2nd to set aside and declare void the deed made by *W. C. Herndon* wife to *Wm. Woodward* dated *Novr the 6th 1893*; 3rd to annul the transfer of goods & chattels made by *W. C. Herndon* to *John P. & Larkin Herndon* on or about *Novr the 1st 1893*; and 4th that a judgment be given in favor of the Plffs against the Defendants for the amount mentioned in the bill.

And an affidavit having been made and filed that the defendant

W. C. Herndon is

not a resident of the State of Virginia, it is ordered that *he* do appear here, within *fifteen days* after due publication hereof, and do what may be necessary to protect *his* interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the *Lee County Republican* and that a copy be posted at the front door of the court-house of this *County* on the first day of the next term of the *County* Court.

A copy—Teste:

George A. Ewing p. q.

A. B. Munsey Clerk.

Cowan McLungres

vs. }

ORDER OF
PUBLICATION.

W. C. Herndon et al.
J. A. B. Munsey clerk
of the circuit court
do certify that I delivered
the within order to the
Lee County Republican
on the 1st day of January
1894 for publication and
posted a copy thereof at
the front door of the
court house at the January
Term 1894 of the county
court J. A. B. Munsey
clerk

7287

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

H. Barton, & P. B. Cecil, & E. Hobbs

to appear before ^{a court} ~~the Judge~~ of our Circuit Court of Lee County, at the ^{office of C. T. Duncan in the} ~~court house thereof~~ on the *30th* day of *May* 1894, to testify and the truth to say in behalf of the *Defendant*

in a certain matter of controversy in our said Court, before the said Judge depending and undetermined between

Cowan Melburn & Co et als Plaintiff

and *W. C. Herndon et als* Defendants :

And have then there ~~this~~ writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *23rd* day of *May* 1894, and in the *11 8th* year of the Commonwealth.

A. B. Munsey Clerk.

Town of Jonesville

W. C. Herndon et al

Ads }

SUBPENA
FOR
WITNESS.

Cowan McBlung & Co et al

Circuit Court, the 30th day of

May 1894.

Executed by
Surre all the
within witness
of this Spa
this May 29/94
L. M. Wade D. S. for
C. E. Gilman
S. L. C.

In the Clerk's Office of the Circuit Court of the county of Lee on the 1st day of January 1895.

Cowen McClung & Co, Plff

vs

W. C. Herndon et al Deft

In Chan'y

The object of this suit is to 1st is to set aside and annul the deed of W. C. Herndon and wife to David P. Parson dated March the 14th 1893; 2nd to set aside and declare void the deed made by W. C. Herndon and wife to Wm Woodward dated Nov, the 10th 1893; 3rd to annul the transfer of goods and chattels made by W. C. Herndon to John P. and Lark in Herndon on or about Nov. the 10th 1893; and 4th that a judgment be given in favor of the plff against the deft for the amount mentioned in the bill.

And an affidavit having been made and filed that the defendant W. C. Herndon is not a resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Lee County Republican and that a copy be posted at the front door of the court house of this county on the first day of the next term of the county court.

A copy—Teste:

A. M. Hunsey Clerk.

George A. Ewing p q

5 10

I, *W. P. Bryden & Son* pub

isher of the LEE COUNTY REPUBLICAN a weekly newspaper, published in the town of Jonesville, county of Lee, and State of Virginia, do hereby certify that the foregoing Order of Publication was duly published in the above named paper for four successive weeks, ending the

1st day of *Feb* 1894.

for Sam L. Bryden

Publisher, LEE COUNTY REPUBLICAN

x.5. } In Chain any

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